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

Tuesday, September 2, 2025
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

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

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR MIKE EALEY FROM PREVAILING IN CHRIST MINISTRIES

CLOSED SESSION (Items 2-6)

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 Veronica Alvarez v. City of Carson, et al., Los Angeles Superior Court Case No. 23STCV24827.

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 Service Employees International Union (SEIU 721) AME and CPSA, and 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)

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City to consider negotiations with Theresa Sardisco, with whom the City is negotiating, and to give direction to its negotiator David C. Roberts, Jr., City Manager, regarding that certain real property known as 24205 Avalon Boulevard, Carson, CA 90745, APN: 7406-017-035. The City's real property negotiator will seek direction from the City Council regarding price and terms of payment for the property.

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 roles for forging sound decisions

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 7)

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

PRESENTATIONS (Items 8-14)

8. PROCLAMATION RECOGNIZING SEPTEMBER AS PROSTATE CANCER AWARNESS MONTH

9. PROCLAMATION RECOGNIZING SEPTEMBER AS HISPANIC HERITAGE MONTH

10. PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL EMERGENCY PREP MONTH

11. CERTIFICATE OF RECOGNITION TO DAVID GAMBOA

12. CARSON HEROES AWARD

13. HUMAN RELATIONS COMMISSION UPDATE

14. VIDEO PRESENTATION ON OPERATION CARSON CARES

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 (Items 15-16)

15. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - AUGUST 5, 2025 (REGULAR)
RECOMMENDED ACTION
— 1. APPROVE the minutes as listed.

16. APPROVAL OF THE 2014 BACKLOG OF CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES
RECOMMENDED ACTION
— 1. APPROVE the minutes as listed.

CONSENT (Items 17-39)

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.

17. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JULY 1, 2025, THROUGH JULY 31, 2025 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

18. CONSIDER ADOPTING RESOLUTION NO. 25-099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,709,274.92, DEMAND CHECK NUMBERS 266, 180613 THROUGH 180955 FOR GENERAL DEMAND AND THE AMOUNT OF $6,775.00, CHECK NUMBER 1297 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 25-099, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,709,274.92, DEMAND CHECK NUMBERS 266, 180613 THROUGH 180955 FOR GENERAL DEMAND AND THE AMOUNT OF $6,775.00, CHECK NUMBER 1297 FOR CO-OP AGREEMENT DEMANDS".

19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

20. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

21. CONSIDER TAKING A POSITION OF "OPPOSE UNLESS AMENDED" AND SENDING A CORRESPONDING LETTER REGARDING SENATE BILL 364 (STRICKLAND) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of OPPOSE UNLESS AMENDED for Senate Bill 364 (Strickland) and DIRECT staff to transmit a corresponding letter.

22. CONSIDER TAKING A POSITION OF SUPPORT AND SENDING A CORRESPONDING LETTER REGARDING THE REAUTHORIZATION AND IMPROVEMENT OF CALIFORNIA'S CAP & TRADE PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of SUPPORT for the reauthorization and improvement of California's Cap & Trade Program and DIRECT staff to transmit a corresponding letter.

23. CONSIDER AN UPDATED STANDARD MANAGEMENT PROCEDURE 2.11 FOR EVENT ATTENDANCE AND REPORTING (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed updated SMP 2.11

24. CONSIDER ADOPTING MULTIPLE RESOLUTIONS REALIGNING SUPERVISION OF DEPARTMENTS WITH PROPOSED NEW AND UPDATED JOB SPECIFICATIONS TO IMPROVE EFFECIENCY AND ACCOUNTABILITY ACROSS OPERATIONAL AND ADMINISTRATIVE INTERNAL SERVICE WORK-GROUPS IN THE CITY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the City Manager's realignment of departmental supervision with proposed new and updated job specifications to improve efficiency and supervison across operational and administrative internal service workgroups in the City; and

— 2. WAIVE further reading and ADOPT Resolution No. 25-100, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA MANAGER"; and

— 3. WAIVE further reading and ADOPT Resolution No. 25-101, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA PRODUCER"; and

— 4. WAIVE further reading and ADOPT Resolution No. 25-102, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR GOVERNMENT AFFAIRS OFFICER"; and

— 4. WAIVE further reading and ADOPT Resolution No. 25-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE DIRECTOR OF THE CARSON RECLAMATION AUTHORITY"; and

— 5. WAIVE further reading and ADOPT Resolution No. 25-104, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE 5. CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)"; and

— 6. WAIVE further reading and ADOPT Resolution No. 25-105, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT"; and

— 7. WAIVE further reading and ADOPT Resolution No. 25-106, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DEPUTY CITY MANAGER"; and

— 8. WAIVE further reading and ADOPT Resolution No. 25-107, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 25-040".

25. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN MARIA ELANA WILLIAMS-SLAUGHTER AND CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiff Maria Williams-Slaughter and City of Carson; and

— 2. AUTHORIZE the Mayor to execute the Agreement.

26. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN SANTIAGO GARCIA, JR. AND CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and Release of All Claims between SANTIAGO GARCIA JR. and City of Carson

— 2. AUTHORIZE City Manager to execute the Agreement.

27. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE CITY CLERK’S OFFICE

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-095, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE CITY CLERK'S OFFICE".

28. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JULY 31, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE.

29. CONSIDER (1) APPROVING A PUBLIC WORKS AGREEMENT WITH MCWIL SPORTS SURFACES INC. FOR REMOVING AND INSTALLING THE GYM FLOORING AT VETERANS SPORTS COMPLEX; (2) APPROVING A PURCHASE ORDER WITH MCWIL SPORTS SURFACES INC. FOR THE GYM FLOORING MATERIALS AND SUPPLIES, FUNDED BY LOS ANGELES COUNTY MEASURE A ANNUAL ALLOCATION; AND (3) ADOPTING RESOLUTION NO 25-083 AMENDING THE FISCAL YEAR 2025/2026 BUDGET (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Public Works Agreement between the City of Carson and McWil Sports Surfaces Inc. for an amount not-to-exceed of $171,920.00 (Exhibit No. 3); and

— 2. AUTHORIZE the Mayor to execute the Public Works Agreement following approval as to form by the City Attorney; and

— 3. APPROVE the Purchase Order issued to McWil Sports Surfaces Inc. for an amount not to exceed $164,765 procured under CMC Section 2611(g) (Cooperative Purchasing bidding exemption) and Sourcewell Contract #031022-GER; and

— 4. AUTHORIZE the City Manager or designee to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Public Works Agreement and Purchase Order out of the Proposition A Annual Allocation grant funding; and

— 5. ADOPT Resolution No. 25-083, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (Exhibit No. 5).

30. CONSIDER AUTHORIZING THE IMPLEMENTATION OF THE CITY OF CARSON ELECTRIC VEHICLE (EV) CHARGING WALLET PILOT PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE and AUTHORIZE staff to implement the Program and open the application window.

— 2. AUTHORIZE staff to process up to $86,900 in incentives for approved applicants.

31. CONSIDER AWARD OF CONTRACT SERVICES AGREEMENTS FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES TO SEVEN FIRMS

RECOMMENDED ACTION

— 1. AWARD an agreement for on-call environmental services to Albert A. Webb Associates, for five years, in the amount of $1,250,000.

— 2. AWARD an agreement for on-call environmental services to Catalyst Environmental Solutions Corp., for five years, in the amount of $1,250,000.

— 3. AWARD an agreement for on-call environmental services to Environmental Science Associates (ESA), for five years, in the amount of $1,250,000.

— 4. AWARD an agreement for on-call environmental services to FirstCarbon Solutions (FCS) International Inc., for five years, in the amount of $1,250,000.

— 5. AWARD an agreement for on-call environmental services to Michael Baker International, for five years, in the amount of $1,250,000.

— 6. AWARD an agreement for on-call environmental services to MRS International, for five years, in the amount of $1,250,000.

— 7. AWARD an agreement for on-call environmental services to T&B Planning, Inc., for five years, in the amount of $1,250,000.

— 8. AUTHORIZE the Mayor to execute the agreements, following approval as to form by the City Attorney.

32. CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH "WE THE CREATIVE" FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ECONOMIC DEVELOPMENT MARKETING PLAN, IN AN AMOUNT NOT TO EXCEED $121,480 (CITY COUNCIL).

RECOMMENDED ACTION

— 1. APPROVE A Contractual Services Agreement with "We the Creative" for the development and implementation of an Economic Development Marketing Plan, in an amount not to exceed $121,480, in a form acceptable to the City Attorney.

33. CONSIDER AWARDING A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP OF WATSONVILLE CA, FOR THE PURCHASE OF TWO NEW 2026 FORD SUPER DUTY F-550 XL REGULAR CAB GRAFFITI TRUCKS FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the Purchase Order to National Auto Fleet Group of Watsonville CA, for the purchase of two (2) 2026 Ford Super Duty F-550 regular cab graffiti trucks for $373,523.30

34. CONSIDER APPROVING AMENDMENT NO. 9 TO THE CONTRACT SERVICES AGREEMENT WITH JOHN M. CRUIKSHANK CONSULTANTS INC., TO PROVIDE ON-CALL ENGINEERING SERVICES TO THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION AND ADOPT RESOLUTION 25-088, 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. APPROVE Amendment No. 9 to the Contract Services Agreement with JMC2 to provide On-Call Engineering Services, increasing the contract by $350,000.00 for a new not-to-exceed amount of $1,300,000 and extending the term by one (1) additional year until June 30, 2027. (Exhibit No. 1).

— 2. AUTHORIZE the Mayor to execute Amendment No. 9 to the On-Call Consultant Agreement with JMC2 following approval as to form by the City Attorney.

— 3. ADOPT Resolution 25-088, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS." (Exhibit No. 2)

35. CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH AYCE CONSULTING ENGINEERS, INC. TO PROVIDE DESIGN SERVICES TO PREPARE THE PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR UNIVERSITY DRIVE STREET IMPROVEMENT FROM AVALON BLVD TO WILMINGTON AVENUE - PROJECT NO. 1753 [FEDERAL AID PROJECT NO. STPL-5403(033)] (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Contract Services Agreement with AYCE Consulting Engineers, Inc. for the preparation of construction plans, specifications, and estimates for Project No. 1753 [Federal Aid Project No. STPL-5403(033)], for a negotiated fee of not-to-exceed $230,263.00.

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

— 3. ADOPT Resolution 25-098, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

36. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH BREEN DESIGN GROUP TO PROVIDE ON-CALL ENGINEERING SERVICES TO THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

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

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with Breen Design Group following approval as to form by the City Attorney.

37. CONSIDER APPROVING MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS, FOR THE DEVELOPMENT OF A TRANSIT CENTER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Memorandum of Understanding between the City and CSUDH (Exhibit No. 2); and

— 2. AUTHORIZE the Mayor to execute Memorandum of Understanding between the City and CSUDH, following approval as to form by the City Attorney.

38. CONSIDER ADOPTION OF RESOLUTION 25-089, RESCINDING AND REPLACING RESOLUTION NO. 25-080 AND APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN

RECOMMENDED ACTION

— 1. ADOPT Resolution 25-089, “A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 25-080 AND ADOPTING THE STREETSCAPE MASTER PLAN” (Exhibit No. 1).

39. CONSIDER ADOPTION OF RESOLUTION NO. 25-094, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO ALLOCATE LOCAL MEASURE R FUNDS INTO THE FY 2025-26 EXPENSE ACCOUNT FOR PW1667 - UPGRADE EXISTING TRAFFIC SIGNAL – AVALON BOULEVARD AT GARDENA BOULEVARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT Resolution 25-094, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS"

SPECIAL ORDERS OF THE DAY (Item 40)

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.

40. CONSIDER ADOPTING RESOLUTION NO. 25-065, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RATIFYING ADOPTION OF THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN AND APPROVAL OF AN AMENDMENT TO THE CITY’S GENERAL PLAN, IN THE COMMUNITY SERVICES, EDUCATION AND SAFETY ELEMENT, RELATED TO THE CITY’S ADOPTION OF THE CITY OF CARSON 2024 HAZARD MITIGATION PLAN, WITH MINOR CLARIFYING TEXT EDITS" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. OPEN the continued Public Hearing, TAKE public testimony, and CLOSE the Public Hearing; and

— 2. WAIVE further reading and ADOPT Resolution No. 25-065, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RATIFYING ADOPTION OF THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN AND APPROVAL OF AN AMENDMENT TO THE CITY’S GENERAL PLAN, IN THE COMMUNITY SERVICES, EDUCATION AND SAFETY ELEMENT, RELATED TO THE CITY’S ADOPTION OF THE CITY OF CARSON 2024 HAZARD MITIGATION PLAN, WITH MINOR CLARIFYING TEXT EDITS”.

DISCUSSION (Items 41-42)

41. 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

42. CONSIDERATION OF APPOINTMENTS TO THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) SEATS REPRESENTED BY CITY OF CARSON BUSINESS SECTOR MEMBERS

RECOMMENDED ACTION

— 1. APPOINT Darren Embry, Vice President of Community Development for Faring to the South Bay Workforce Investment Board for the term expiring June 30, 2027

— 2. APPOINT Shawn Webb, President for FlightWave Aerospace to the South Bay Workforce Investment Board for the term expiring June 30, 2027

ORDINANCE SECOND READING

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: August 28, 2025

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

AUGUST 5, 2025

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

The meeting was called to order at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

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 Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr. (Excused)

Council Member/Agency Member/Authority Board Member Arleen Rojas (Entered at 5:08 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 Dear led the Pledge of Allegiance.

INVOCATION (Item 1)

1. ELDER LYNETTE HARRIS FROM FAMILY OF FAITH CHRISTIAN CENTER-

Elder Lynette Harris gave the invocation.

CLOSED SESSION (Items 2-5)

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

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

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Ruben Hovanesian v. City of Carson, et al., Los Angeles Superior Court Case No. 23CMCV01560.

ACTION: No reportable action was taken.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

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

ACTION: Did not take up.

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 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 5:15 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

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

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

5. 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 6:20 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present except Hicks, Sr. and Dear absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

(Council Member/Agency Member/Authority Board Member Dear reentered the meeting at 6:22 P.M.)

INTRODUCTIONS (MAYOR) (Items 6-7)

6. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:22 PM

Captain Norman gave a report as follows:

- Summarized the recent law enforcement activities
- Reported a robbery at WSS shoe store on Wilmington Avenue and Del Amo Boulevard after street takeover resulting in loss and damages
- Invited everyone to the Community Night Out event on August 6, 2025, from 5:00 P.M. to 8:00 P.M. at the Carson Sheriff Station
- Crime statistics

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked for an update of a recent mall incident. Captain Norman responded two individuals were stabbed in the mall resulting in one person taken into custody this past Sunday afternoon. Both victims are in stable condition in the hospital.

Council Member/Agency Member/Authority Board Member, Dr. Hilton shared that a new business owner is trying to rent space located in a new development on Main Street and Alondra Boulevard, but car clubs are gathering in front of the building every Sunday. He asked Captain Norman to monitor the area who responded in the affirmative.

Council Member/Agency Member/Authority Board Member Rojas shared that she met with a community member regarding Catskill Avenue and 232nd Street near Foisia Park. She requested extra patrol and speedometers placed in that area due to street racers, vehicle donut activities, hit and run, and parked cars being hit. Captain Norman responded in the affirmative.

Council Member/Agency Member/Authority Board Member Dear asked Captain Norman how many motorcycle officers are on duty. Captain Norman responded there are two motorcycle officers. He mentioned speeders who could potentially hit children and feels speedometers are helpful, but citing speeders is more effective.

7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:30 PM

Battalion Chief Bonilla gave a report for the month of July.

PRESENTATIONS (Item 8)

8. CERTIFICATE OF RECOGNITION TO THE CARSON BASEBALL TEAM - 6:31 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read statistics of the Carson High School Baseball Team and greeted the coaching staff. They brought the City their first high school baseball trophy. The coach read the names of the team players and presented each team member a Certificate of Recognition.

Council Member/Agency Member/Authority Board Member, Dr. Hilton read the names of the coaches, team mom and presented each with a Certificate of Recognition. He shared that he purchased rings for the team.

Head Coach Michael Kunipo Aguirre gave a speech about the challenging season and thanked the coaches and players. He thanked Council Member Hilton for purchasing the rings.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave kudos to the family and friends for supporting the team.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:03 P.M. and reentered the meeting at 7:07 P.M.)

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

None.

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 15, 2025 (REGULAR)- 7:19 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 4-0-0-0-1 Absent was Cedric L. Hicks Sr.

CONSENT (Items 10-22)

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 4-0-0-0-1 Absent was Cedric L. Hicks Sr.

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)- 7:19 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 10 was approved on Consent.

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)- 7:19 PM

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."

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:19 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:19 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 13 was approved on Consent.

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)- 7:19 PM

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.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER APPROVING THE VELOCITYEHS, INC. MASTER SUBSCRIPTION & SERVICES AGREEMENT FOR MANAGEMENT OF CHEMICAL SAFETY DATA SHEETS (CITY COUNCIL)- 7:19 PM

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.

ACTION: Item No. 15 was approved on Consent.

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)- 7:19 PM

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"

ACTION: Item No. 16 was approved on Consent.

17. APPROVAL AND RATIFICATION OF AGREEMENT WITH PROFESSIONAL COMMUNICATIONS NETWORK (PCN) FOR CALL CENTER SERVICES AND RELATED INDEMNIFICATION PROVISIONS (CITY COUNCIL)- 7:19 PM

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.

ACTION: Item No. 17 was approved on Consent.

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)- 7:19 PM

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.

ACTION: Item No. 18 was approved on Consent.

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)- 7:19 PM

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.

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- 7:19 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: Item No. 20 was approved on Consent.

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)- 7:19 PM

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.

ACTION: Item No. 21 was approved on Consent.

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)- 7:19 PM

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.

ACTION: Item No. 22 was approved on Consent.

SPECIAL ORDERS OF THE DAY

None

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)- 7:20 PM

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.

Council Member/Agency Member/Authority Board Member Dear asked for clarification on some of the intersections stating that traffic signals will be installed, but some already have signals.

Associate Civil Engineer Ian Holst clarified that some traffic signals will be modifications/safety improvements. Council Member/Agency Member/Authority Board Member Dear asked if the signal lights are synchronized. Associate Civil Engineer Ian Holst responded that Los Angeles County will be working on another synchronization project in the future.

City Manager Roberts, Jr. clarified that synchronization of all traffic lights are handled by the Los Angeles County.

Council Member/Agency Member/Authority Board Member Dear and Mayor/Agency Chairman/Authority Chairman Davis-Holmes clarified that the award of the contract is for updates and improvements of the existing traffic signal installations at the six intersections and not new traffic signal installations.

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 4-0-0-0-1 Absent was Cedric L. Hicks Sr.

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)- 7:26 PM

RECOMMENDED ACTION

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

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

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

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

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

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued the item to the next City Council meeting with no objection heard.

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)- 7:27 PM

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".

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 4-0-0-0-1 Absent was Cedric L. Hicks Sr.

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).

Michelle Pino, Community Library Manager, Carson Library

Announced upcoming library programs and introduced new Library Manager for the Dr. Martin Luther King, Jr. Library

Victoria Nikolov, Library Manager, Dr. Martin Luther King, Jr. Library

Introduced herself as the new Library Manager at the Dr. Martin Luther King, Jr. Library; announced upcoming programs

Miriam Cruz

Reported on building code violations and inhabitable living conditions of a property in Carson

Mayor Davis-Holmes referred Miriam Cruz to Assistant City Manager, Dr. Lennox for assistance.

Josel Villarin

Reported on an illegal demolition of illegal conversion of a shed to a bedroom related to the report from the previous speaker; requested inspection of property

Mayor Davis-Holmes referred Josel Villarin to Assistant City Manager, Dr. Lennox for assistance.

Brandi Lewin

Thanked the City for providing facade improvements at the University and Avalon business complex; reported many businesses at the complex have experienced challenges prior to and during construction and asked for support in the matter; referred to the 3-2 vote to ban fireworks in the City of Carson and believes this should be an issue to be decided by the residents and supports the petition for this issue to go to a vote; followed up with Council Member Rojas for a meeting date

This item was heard again after Memorial Adjournments to allow for an additional speaker with no objection heard.

Melissa Castaneda, Owner, Ritual Cafe

Reported that tenants are concerned with the chaotic situation and safety hazards of businesses at the University and Avalon complex; expressed concern of the treatment of business owners and the public frequenting the establishments

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- Back to School Backpack Giveaway partnering with Hope, Healing and Wellness Foundation, Sunday, August 10, 2025, at 3:00 P.M., Ken's Ice Cream
- Fam Fest, August 23, 2025, from 12:00 P.M. to 6:00 P.M. at Stevenson Park

Council Member/Agency Member/Authority Board Member Dear reminded everyone that the City Council Meeting will go dark the second meeting in August.

This item was heard again after Oral Communications for Matters Not Listed on the Agenda (Members of the Public).

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

- Dark the second City Council Meeting in August
- Enjoyed her vacation in Greece
- Celebrated her aunt's 90th birthday in Texas
- Thanked staff for their work

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

Marquerite "Margo" Stewart Littleton Smith

Malcolm-Jamal Warner

Sandra Rice

Sergeant Shiou L. Deng

Ozie B. Gonzaque

Elma Ann Carter

Netric Seymore-Vaughn

Melba Cosby

Bernice Jordan

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Mary Ella Young and Albert Jackson to the Memorial Adjournment Requests and gave a prayer.

ADJOURNMENT

The meeting was adjourned at 7:37 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
BUDGET WORKSHOP #4
JUNE 24, 2014
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 6:02 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
City Clerk/Agency Secretary/Authority Secretary Gause noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Mike Gipson

Council Members/Agency Members/Authority Members Absent:
Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Albert Robles

NEW BUSINESS DISCUSSION

Item No. 2014-195 FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED GENERAL FUND OPERATING BUDGET

City Manager Hernandez gave the staff report.

Director Acosta gave a presentation.

Mayor and Council asked questions regarding the proposed budget.

Miriam Vasquez
She offered comments on the pension received after retirement.

Speaker
She asked questions regarding the budget's finalization.

Mayor/Agency Chairman/Authority Chairman Dear suggested using the $1 million in the Capital Improvement Project (CIP) fund to invest in real estate.

Council Member/Agency Member/Authority Board Member Davis-Holmes suggested using other funds to invest in real estate to be used by the public to utilize CIP funds for improvement projects throughout the city.

Dr. Boggs
She offered comments on concerns about property values in the city.

Miriam Vasquez
She commented on the city needing stores like Costco and Trader Joes as well as more restaurants.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested clarification from Director Acosta regarding the deficit.

Council Member/Agency Member/Authority Board Member Gipson suggested making a motion once the budget is finalized to not conduct deficit spending.

Recommendation: RECEIVE and HEAR the staff presentation on the FY 2014/15 City Manager's Proposed General Fund Operating Budget

ACTION: Council listened to the presentation.

ADJOURNMENT

The meeting was adjourned at 7:18 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
JULY 1, 2014
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
City Clerk/Agency Secretary/Authority Secretary Gause noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Albert Robles

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Lula Davis-Holmes (entered during Closed Session), Council Member/Agency Member/Authority Board Member Mike Gipson (entered during Closed Session)

CLOSED SESSION (5:00 P.M.)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY –

Dr. Boggs
She commented on a comment made by Council Member Gipson in a previous meeting regarding an item that was not in the closed session section.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

RECESS:
The meeting was recessed at 5:06 P.M. by Mayor/Agency Chairman/Authority Chairman Dear to Closed Session.

RECONVENE:
The meeting was reconvened at 6:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear with all members previously noted present.

REPORT OF ACTIONS ON CLOSED SESSION ITEMS (CITY ATTORNEY)

Assistant City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

ACTION: No reportable action was taken.

Item No. 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

ACTION: This item was not yet taken up.

Item No. 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

ACTION: No reportable action was taken.

Item No. 4. CONFERENCE WITH LABOR NEGOTIATOR

ACTION: This item was not yet taken up.

FLAG SALUTE: HAILEY SPARROW

INVOCATION: PASTOR OLIVER, HARBOR COMMUNITY CHURCH OF GOD

NOTICE TO THE PUBLIC

HOUSING AUTHORITY

APPROVAL OF MINUTES: TUESDAY, MAY 6, 2014 (REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

DEMANDS

Item No. 1. RES 14-036 A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $38,908.64, DEMAND CHECK NUMBERS HA-001352 THROUGH HA-001357

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

NEW BUSINESS DISCUSSION

Item No. 2. 2014-214 CONSIDER ADOPTION OF THE FY 2013/14 CARSON HOUSING AUTHORITY BUDGET, RESOLUTION NO. 14-11-CHA

Authority Vice Chairman Santarina requested the committee consider Carson's mobile home communities policy recommendation to rehabilitate mobile home units.

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY ADOPTING THE FISCAL YEAR 2014/15 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2014/15 FISCAL YEAR.

ACTION: It was moved to approve staff's recommendation on motion of Gipson, seconded by Santarina and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina
Absent: None

SUCCESSOR AGENCY

APPROVAL OF MINUTES: (None)

DEMANDS

Item No. 1. RES 14-033 A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $32,179.45, DEMAND CHECK NUMBERS SA-001391 THROUGH SA-001394

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NEW BUSINESS DISCUSSION

Item No. 2. 2014-227 CONSIDER ADOPTION OF THE FISCAL YEAR 2014/15 CARSON SUCCESSOR AGENCY BUDGET, RESOLUTION NO. 14-12-CSA

Agency Vice Chairman Santarina requested adding a traffic signal on 220th and Main Street and a welcome sign to all entrances to the city.

Agency Member Davis-Holmes requested the item be continued to give final figures to all members with proper discussion.

Director Acosta explained the requested projects are capital improvement projects and will be added to the five-year CIP proposal if not there already.

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-12-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY ADOPTING THE FISCAL YEAR 2014/15 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2014/15 FISCAL YEAR.

ACTION: It was moved to approve staff's recommendation on motion of Gipson, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina
Absent: None

APPROVAL OF MINUTES: (None)

INTRODUCTIONS

A. INTRODUCTION OF LOS ANGELES COUNTY SHERIFF'S DEPUTIES

Captain Gott reported/announced:

- Reminded residents to be diligent in locking their doors and windows as burglaries are up.

B. PRESENTATION OF A PLAQUE TO DANIEL ANGELO "CHINO" MANIKIS ROQUE, THE FIRST FILIPINO THAT WILL GO INTO SPACE THROUGH A WORLDWIDE SEARCH CONDUCTED BY FLORIDA-BASED AXE APOLLO SPACE ACADEMY

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina introduced Daniel Roque and presented a plaque with Council.

C. EXECUTIVE DIRECTOR, JACKI BACHARACH OF THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) TO PRESENT THE SBCCOG'S COLLABORATION PLANS FOR 2014/15

Jacki Bacharach gave a presentation.

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

<u>David Seyo</u>
He thanked Council members for attending HWPL's peace event in Carson. He invited Mayor and Council to a peace summit held in South Korea by his organization.

<u>Representatives of CSUDH's Latino Professional in Finance and Accounting Association</u>
They requested sponsorship funding of $2,142 for student lodging fees for the Alpha National

Convention at the Walt Disney World convention center.

Dean Sormillion
He announced a free vacation bible school for children preschool age to sixth grade at his church, Catalyst LTM.

Tommy Fauvi – Item No. 6
He announced his full support for the interim director of public works.

Connie Para – Item No. 24
She announced her support for the Apollo West Carson Players.

Hannon – Item No. 24
She spoke in support for the Apollo West Carson Players.

Rev. Cheryl Reynolds – Item No. 24
She spoke in favor of Apollo West Carson Players.

The Salavaria Family – Item No. 24
The family spoke in favor of Mr. Marvin and the Apollo West Carson Players.

Alicia Williams – Item No. 24
She spoke in support for the Apollo West Carson Players.

Marvin Clayton – Item No. 24
He provided comments on his company's proposal for the upcoming year and explained the funding issue.

Commissioner Dobard – Item No. 24
He offered comments in favor of funding Apollo West Carson Players.

Laurel Capiton – Item No. 23
He spoke in favor of the fee waiver extension.

Wilfredo Credo – Item No. 23
He offered comments in favor of the item.

Brenda Ramirez
She offered comments on waste management and the Mayor and Mayor Pro Tem being against residents regarding oil drilling.

Ray Winbush – Item No. 13
He had concerns regarding the pavement restoration project.

Romeo Bejo
He thanked the Council for attending an event.

Yolanda Carjenila – Item No. 23

She spoke in favor of the fee waiver extension.

Cecilia Fieri – Item No. 23
She offered comments supporting the extension.

Marciano Pascua – Item No. 23
He commented in favor of extending the fee waiver to use the community center.

Milla Boyer
She offered comments on the two groups wanting to separate for use of the community center.

Juanita Pulido – Item No. 23
She spoke in favor of groups working together.

Myrna Ronquilo – Item No. 23
She spoke in favor of giving the Dreamers program access to the community center.

Jenny Vasquez
She spoke in opposition of Items No. 23 and 24.

Dr. Boggs
She spoke about a letter received from Mayor Dear regarding an energy company and solar panels.

Speaker
She thanked Council for continued support of using the community center.

Miriam Vasquez
She spoke in opposition of Apollo West Carson Players.

Rick Pulido
He announced a Fourth of July event.

NEW BUSINESS CONSENT

It was moved to approve Consent Items No. 5 to 13 on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 5. 2014-190 CONSIDER RESOLUTION 14-059 SUPPORTING THE GOALS AND OBJECTIVES OF THE ORGANIZATION TITLED, HEAVENLY CULTURE, WORLD PEACE AND RESTORATION OF LIGHT

Recommendation: TAKE the following actions: WAIVE further reading and ADOPT Resolution No. 14-059, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SUPPORTING THE GOALS AND OBJECTIVES OF THE ORGANIZATION TITLED, HEAVENLY CULTURE, WORLD PEACE AND RESTORATION OF LIGHT" DIRECT staff to transmit an executed copy of the resolution to Joseph Sung, North American Director of Heavenly Culture, World Peace and Restoration of Light.

ACTION: Item No. 5 was approved on Consent.

Item No. 6. 2014-186 CONSIDER APPROVAL OF AN INTERIM DIRECTOR OF PUBLIC WORKS EMPLOYMENT AGREEMENT WITH MR. BRUCE BARRETTE, AS REQUIRED BY GOVERNMENT CODE SECTION 21221(H)

Recommendation: APPROVE the Interim Director of Public Works Employment Agreement with Mr. Bruce Barrette for interim services while the City recruits to fill the full-time permanent position.

ACTION: Item No. 6 was approved on Consent.

Item No. 7. 2014-189 CONSIDER SUPPORTING THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS APPLICATION FOR A GRANT FROM THE CALIFORNIA ENERGY COMMISSION THROUGH THEIR GEOTHERMAL RESOURCES DEVELOPMENT ACCOUNT

Recommendation: REQUEST the City Manager direct staff to prepare the letter attached as Exhibit No. 1 for the City Council's signatures.

ACTION: Item No. 7 was approved on Consent.

Item No. 8. 2014-235 CONSIDERATION OF RESOLUTION NO. 14-055 TO TERMINATE THE UTILITY PIPELINE FRANCHISE WITH CARSON CONGENERATION COMPANY

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-055 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TERMINATING THE UTILITY PIPELINE FRANCHISE WITH CARSON COGENERATION COMPANY."

ACTION: Item No. 8 was approved on Consent.

Item No. 9. 2014-218 **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 14-061 AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES TO EXPEND CITY FUNDS PENDING ADOPTION OF THE FY 2014/15 ANNUAL BUDGETS**

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-061, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GIVING THE DIRECTOR OF ADMINISTRATIVE SERVICES LIMITED AND TEMPORARY AUTHORITY TO EXPEND FUNDS OF THE CITY PENDING ADOPTION OF THE FY 2014/15 ANNUAL BUDGETS."

ACTION: Item No. 9 was approved on Consent.

Item No. 10. 2014-183 **CONSIDER AN AGREEMENT WITH LOS ANGELES COUNTY TO PROVIDE ANIMAL CARE AND CONTROL SERVICES FOR THE PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2019**

Recommendation: TAKE the following actions:
1. APPROVE the five-year agreement with County of Los Angeles Animal Care and Control to provide animal control services for the City of Carson, for the period of July 1, 2014 through June 30, 2019.

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

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2014-224 **CONSIDER AN AWARD OF A CONTRACT SERVICES AGREEMENT TO PROVIDE TREE MAINTENANCE SERVICES**

Recommendation: TAKE the following actions: 1. AWARD a tree maintenance contract services agreement for tree maintenance services for the period of July 1, 2014 through June 30, 2017, to West Coast Arborists, Inc., in the annual amount of $329,006.33 for three years, for a total of $978,019.00. 2. AUTHORIZE an additional annual expenditure up to $65,200.00 (20%), for unforeseen additional trimmings outside the normal scope of work. AUTHORIZE the Mayor to execute the contract services agreement following approval as to form by the City Attorney.

ACTION: Item No. 11 was approved on Consent.

Item No. 12. 2014-223 **CONSIDER THE APPROVAL OF A PURCHASE ORDER FOR THE RESURFACING OF THE OUTDOOR BASKETBALL COURTS AT VARIOUS PARKS**

Recommendation: 1. AUTHORIZE the issuance of a purchase order to Taylor Tennis Courts, Inc., in the amount of $72,074.00 for the resurfacing of the outdoor basketball courts at eleven parks.
2. AUTHORIZE the expenditure of a construction contingency, if necessary, in an amount not-to-exceed $7,207.40 (10%) for unforeseen repairs that may be required to complete this project.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2014-222 CONSIDERATION OF RESOLUTION NO. 14-058, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. N019 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403R FOR FEDERAL AID PROJECTS COVERING THE CONSTRUCTION PHASE OF PROJECT NO. 1330 [FEDERAL NO. STPL-5403(023)]: AVALON BOULEVARD PAVEMENT RESTORATION FROM THE I-405 FREEWAY TO 223RD STREET

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-058, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. N019 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403R FOR FEDERAL AID PROJECTS COVERING THE CONSTRUCTION PHASE OF PROJECT NO. 1330 [FEDERAL NO. STPL-5403(023)]: AVALON BOULEVARD PAVEMENT RESTORATION FROM THE I-405 FREEWAY TO 223RD STREET."

ACTION: Item No. 13 was approved on Consent.

DEMANDS

Item No. 14. RES 14-032 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,307,798.28, DEMAND CHECK NUMBERS 116959 THROUGH 117140

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY

Item No. 15. 2014-217 CONTINUED PUBLIC HEARING FOR THE FY 2014/15 CITY MANAGER'S PROPOSED GENERAL FUND OPERATING BUDGET FOR THE CITY OF CARSON

Item No. 15 was heard after Item No. 17 without objection.

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing open.

Mila Boyer
She asked questions regarding how interest was compounded.

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing closed.

Recommendation: OPEN the continued public hearing, TAKE public testimony and CLOSE the public hearing.

Item No. 16. 2014-208 PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-1539 APPROVING ZONE TEXT AMENDMENT NO. 18-14 TO AMEND THE CARSON ZONING ORDINANCE TO ALLOW MULTIPLE DWELLING UNITS IN THE RS ZONE WITH APPROVAL OF A CONDITIONAL USE PERMIT AND UNDER CERTAIN REQUIREMENTS

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing open.

City Clerk/Agency Secretary/Authority Secretary Gause gave the City Clerk's report.

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing closed.

Recommendation: TAKE the following actions: OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing. WAIVE further reading and INTRODUCE Ordinance No. 14-1539, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN AMENDMENT TO THE ZONING ORDINANCE OF THE CARSON MUNICIPAL CODE REGARDING MULTIPLE DWELLING UNITS WITHIN SINGLE-FAMILY RESIDENTIAL ZONES."

ACTION: Item No. 16 will be noticed properly and continued to July 15th.

Item No. 17. 2014-225 PUBLIC HEARING TO CONSIDER RESIDENTIAL WASTE SERVICES RATE ADJUSTMENT

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing open.

City Clerk/Agency Secretary/Authority Secretary Gause gave the City Clerk's report.

Mayor/Agency Chairman/Authority Chairman Dear entered a letter opposing the matter to the record.

Ray Winbush
He commented in opposition of the waste management rate adjustment.

Mila Boyer
She offered comments in opposition for the rate adjustment.

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing closed.

Recommendation: TAKE the following actions:
1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.
2. DIRECT the City Manager to consider City Council and public comments when rendering his decision on rate adjustments.

ACTION: Mayor/Agency Chairman/Authority Chairman Dear gave direction to the City Manager.

UNFINISHED BUSINESS

Item No. 18. 2014-231 CONSIDER APPOINTMENTS TO, AND/OR REMOVAL FROM, COMMISSIONS, COMMITTEES, AND BOARDS BY MAYOR DEAR AND CITY COUNCIL

Mayor/Agency Chairman/Authority Chairman Dear, City Clerk/Agency Secretary/Authority Secretary Gause, and Director Hicks discussed Youth Commission vacancies.

Recommendation: TAKE the following actions:
1. Mayor Dear to CONSIDER, APPOINT, or REAPPOINT members to the Commissions, Committees, and Boards (Exhibit No. 1) in accordance with Ordinance No. 13-1516 regarding the number and composition of various commissions (Exhibit No. 2); Ordinance No. 13-1519 regarding the number of members of various commissions (Exhibit No. 3); Ordinance No. 13-1520 regarding the composition of various commissions (Exhibit No. 4); and Resolution No. 13-046 regarding the composition of the Carson Utility Users Tax Citizens Budget Oversight Committee (Exhibit No. 5);
2. Mayor Dear and City Council to CONSIDER REMOVAL, if desired, of members to the Commissions, Committees, and Boards in accordance with Ordinance No. 13-1523 regarding the process of removal from various commissions (Exhibit No. 6), with the

approval of a majority of the entire City Council present, including the Mayor.

ACTION: The Mayor and City Council took the following actions:

Community Civic Engagement Board

Mayor/Agency Chairman/Authority Chairman Dear appointed Sean Copeland as Youth Representative.

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Dear reappointed Dr. Lee Audrey Fields-Robinson to the vacancy after resigning from her previous position.

ACTION: It was moved to approve the Mayor's appointments on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 19. 2014-192 CONSIDERATION OF CITY COUNCIL COMMITTEE ASSIGNMENTS BY MAYOR DEAR

General Plan Advisory City Council Committee

Mayor/Agency Chairman/Authority Chairman Dear
Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina
Council Member/Agency Member/Authority Board Member Davis-Holmes (Alternate)

Recommendation: Mayor Dear to TAKE the following actions:

1. CONSIDER the status of any City Council Committee as listed on Exhibit No. 1.
2. CONSIDER and CREATE any new City Council Committees in accordance with Standard Management Procedure No. 1.45 and DETERMINE if the same are "standing committees" or "ad hoc committees." (Exhibit No. 2)
3. DESIGNATE member assignments to the City Council Committees.
4. APPOINT a chairperson to each City Council Committee.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 20. 2014-202 CONSIDER STATUS REPORT ON THE REGIONAL WATER QUALITY CONTROL BOARD ENVIRONMENTAL INVESTIGATION AND CARSON DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CAROUSEL TRACT

Mayor/Agency Chairman/Authority Chairman Dear asked if the RAP was released to the public. Assistant City Attorney Soltani replied that it is available for review and comment.

Assistant City Attorney Soltani announced that the City Attorney's office will work together with staff to draft a letter notifying Carousel Tract residents that the revised RAP report is available for comments.

Recommendation: CONSIDER and DISCUSS.

NEW BUSINESS DISCUSSION

Item No. 21. 2014-188 CONSIDER EXTENDING THE PROFESSIONAL SERVICES AGREEMENTS WITH TOWNSEND PUBLIC AFFAIRS FOR STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES

Recommendation: TAKE the following actions: EXTEND the professional services agreement with Townsend Public Affairs for state legislative advocacy services, in the amount of $48,000.00 for the period July 1, 2014 through June 30, 2015. EXTEND the professional services agreement with Townsend Public Affairs for federal legislative advocacy services, in the amount of $24,000.00 for the period January 1, 2015 through June 30, 2015.

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson,

Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 22. 2014-230 CONSIDER APPROVING A NOISE ORDINANCE AND FEE WAIVER FOR THE GREATER ZIOIN FAMILY CHURCH

Recommendation: DISCUSS and PROVIDE direction to staff.

ACTION: It was moved to approve a noise ordinance and fee waiver with an amendment to have proper notice given to residents surrounding the area on motion of Gipson, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 23. 2014-232 CONSIDER A FEE WAIVER EXTENSION FOR THE USE OF THE CARSON DOMINGUEZ ROOM AND CITY EQUIPMENT AT THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER FOR DR. JENNY BATONGMALAQUE'S TOWN HALL MEETINGS FOR SENIOR CITIZENS

Recommendation: CONSIDER and PROVIDE direction to staff.

ACTION: It was moved to approve the extension with an amendment to increase from 12-months to 24-months on motion of Gipson, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 24. 2014-211 CONSIDER PROVIDING FINANCIAL SUPPORT TO THE APOLLO WEST CARSON PLAYERS FOR THE 2014/15 THEATER ARTS SEASON

Item No. 24 was heard after Item No. 14 without objection.
Director Hicks gave a staff report.

Council Member/Agency Member/Authority Board Member Davis-Holmes suggested that a process needed to be put in place to refund fine arts contracts. She recommended allowing the Cultural Arts Commission to conduct a process and recommend an organization to Council.

Council Member/Agency Member/Authority Board Member Gipson suggested money needs to be recognized before funding fine arts contracts.

Mayor/Agency Chairman/Authority Chairman Dear stated he made the decision to not fund the group with CDBG funds and believed they should be funded directly by the City Council this fiscal year.

Recommendation: DISCUSS and PROVIDE direction along with information related in BACKGROUND, paragraph #3.

ACTION: It was moved to send the task to the Cultural Arts Commission to decide which organizations they want to see funded on motion of Davis-Holmes, seconded by Gipson.

ACTION: A substitute motion to fund Apollo West Carson Players with $41,000 and fund the Cultural Arts Commission with $250,000 was made by Dear, seconded by Robles and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles
Noes: Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Davis-Holmes
Abstain: None
Absent: None

ORDINANCE SECOND READING

CONCLUDING ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC)

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

CONCLUDING COMMUNICATIONS (STAFF)

City Clerk/Agency Secretary/Authority Secretary Gause announced Memorial Adjournment Requests as follows:

Tatineisha McGowen

Dorothy Knox
Ester Sanford
Ronald Van Avery
Rodrick Steven Jordan
Terrance Thomas
Buddy Brown
Helen Willis
Claude Wright
Rev. Timothy Givens, Sr.
Dr. Lawrence Freeman
Marian Vargas

Director Hicks announced Carson Park's pool grant of $290,000 was received.

CONCLUDING COMMUNICATIONS (COUNCILMEMBERS)

Council Member/Agency Member/Authority Board Member Davis-Holmes recognized Sophisticated Dance event.

UNFINISHED/CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT

The meeting was adjourned at 11:30 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
BUDGET WORKSHOP #5
JULY 7, 2014
6:00 P.M.

CALL TO ORDER:
The meeting was called to order at 6:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Higaki noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Albert Robles, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Mike Gipson (Entered at 6:55 P.M.)

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr., Assistant City Manager; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Wanda Higaki, Chief Deputy City Clerk

Oral Communications for Matters Listed on the Agenda (Members of the Public)

This was heard after Item No. 1.

Mila Boyer
She asked about the interest that was not shown and why the interest was so low with $35 million in the bank.

BUDGET WORKSHOP #5 - NEW BUSINESS DISCUSSION

Item No. 1. 2014-245 FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED

GENERAL FUND OPERATING BUDGET

Director Acosta gave a presentation.

Mayor and Council discussed items as they were presented by Director Acosta.

Mayor/Agency Chairman/Authority Chairman Jim Dear and Council Member/Agency Member/Authority Board Member Lula Davis-Holmes called a meeting of the City Council Community Senior Center Committee to address the Community Center renovation projects.

Mayor/Agency Chairman/Authority Chairman Jim Dear asked about placing the Utility Users Tax on the November ballot. Director Acosta and City Manager Hernandez explained that it may not be possible however, they will consult with the City Attorney.

Director Acosta noted projects, painting faded red curbs (delegated to Public Works department), a traffic signal on 220th and Main (included in the five-year CIP), and entry/monument signs at all points of entry (included in the five-year CIP), requested by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina would be delegated to the Public Works department or included in the five-year Capital Improvement Project (CIP).

Council Member/Agency Member/Authority Board Member Gipson emphasized the importance of having funds for street repairs. Director Barrette responded.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested a solution be found on how to maximize the benefits of Prop A for seniors. She also asked if there was a need for a storm water quality program manager for the city. City Manager Hernandez responded. She asked for a budget to be put in place to reinstate the youth volleyball program as budget cuts decreased activities for the youth.

Council Member/Agency Member/Authority Board Member Gipson requested identifying pools that can be used year-round and provide free swim lessons to residents and especially children under a certain age. Council Member/Agency Member/Authority Board Member Davis-Holmes agreed with Council Member Gipson's idea and suggested keeping one pool open until winter as a pilot program.

Council Member/Agency Member/Authority Board Member Robles requested the placement of security cameras at all entrances of Carson and in the parks.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested to add a budget in the Public Information office for memorabilia items to be given to important visitors.

Council Member/Agency Member/Authority Board Member Gipson asked for more information regarding election reimbursement from the state. City Clerk/Agency Secretary/Authority Secretary Gause and Director Acosta explained the reimbursement process.

Council Member/Agency Member/Authority Board Member Davis-Holmes inquired about the franchise tax fees. Council Member/Agency Member/Authority Board Member Gipson requested that an audit be conducted to make sure the city is receiving what it should. Director

Acosta explained that the city is in the process of conducting audits.

Recommendation: CONTINUE discussions on the FY 2014/15 City Manager's Proposed General Fund Operating Budget

Item No. 2. 2014-247 FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED SPECIAL REVENUE FUNDS BUDGETS

Recommendation: RECEIVE and HEAR the staff presentation of the FY 2014/15 City Manager's Proposed Special Revenue Funds budgets.

This item was not discussed.

ADJOURNMENT

The meeting was adjourned at 8:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
BUDGET WORKSHOP #6
JULY 9, 2014
6:00 P.M.

CALL TO ORDER:
The meeting was called to order at 6:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Higaki noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Albert Robles, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Mike Gipson

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr., Assistant City Manager; Sunny Soltani, Assistant City Attorney; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Wanda Higaki, Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary

Oral Communications for Matters Listed on the Agenda (Members of the Public)

Mila Boyer
She asked about the job description of the stormwater quality program manager and the evaluation of the person holding the position now.

Item No. 1. 2014-248 FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED GENERAL FUND OPERATING BUDGET

This item was heard after Item No. 2.

Director Acosta gave a presentation of the general fund operating budget. She discussed items that were requested by the Council in Budget Workshop #5.

Mayor/Agency Chairman/Authority Chairman Dear requested information about the buses assigned to each senior club. Director Hicks responded to the inquiry.

Council Member/Agency Member/Authority Board Member Robles asked to include Founder's Fountain to the Carson Street master plan project.

Director Acosta brought forth requests from Community Services.

Director Hicks referenced the request for a year-round pool opening and free swim lessons. He stated that the pool season should only extend for five more months totaling for a nine-month season at Carson Park with swim lessons for children ages 5-12 roughly $2,000. Director Hicks acknowledged the request to install five security cameras at each park would cost about $2.63 million. Director Hicks referred to the request to purchase a Provost charter bus that is highly sought out by the seniors. He noted the cost would be about $435,000. He stated the cost of three new commuter buses at the cost of about $50,000 per bus. Director Hicks referenced Council's request of installing thirty-two cameras at eight Carson intersections and it would cost about $1.7 million with an additional fee for maintenance.

Director Acosta provided final figures and proposed items that will be presented in the next workshop.

Recommendation: CONTINUE discussions on the FY 2014/15 City Manager's Proposed General Fund Operating Budget.

Item No. 2. 2014-249 FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED SPECIAL REVENUE FUNDS BUDGETS

Item No. 2 was heard before Item No. 1.

Council Member/Agency Member/Authority Board Member Lula Davis-Holmes excused herself from the meeting as there are no items that need to be voted on and because of the late start.

Director Acosta announced the special revenue budget is not complete and proposed a new meeting date of July 16th.

Recommendation: RECEIVE and HEAR the staff presentation of the FY 2014/15 City Manager's Proposed Special Revenue Funds budgets.

ADJOURNMENT

The meeting was adjourned at 8:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
JULY 15, 2014
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Higaki noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Albert Robles, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Mike Gipson

Council Members/Agency Members/Authority Members Absent:

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr., Assistant City Manager; William Wynder, City Attorney; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Wanda Higaki, Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary

FLAG SALUTE: **MELANIE MORALES**

INVOCATION: **SENIOR PASTOR JOHN LEWIS, HOLY DELIVERANCE CHURCH OF GOD**

HOUSING AUTHORITY

CLOSED SESSION (5:00 P.M.) (NONE)

REPORT ON CLOSED SESSION

APPROVAL OF MINUTES: TUESDAY, MAY 20, 2014 (REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NOTICE TO THE PUBLIC (NONE)

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR) (NONE)

NEW BUSINESS CONSENT (NONE)

DEMANDS

Item No. 1. RES 14-038 RESOLUTION NO. 14-14-CHA

A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $16,439.51, DEMAND CHECK NUMBERS HA-001358 THROUGH HA-001360

ACTION: It was moved to approve Demand Item No. 1 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY (NONE)

UNFINISHED BUSINESS (NONE)

NEW BUSINESS DISCUSSION (NONE)

SUCCESSOR AGENCY

CLOSED SESSION (5:00 P.M.) (NONE)

REPORT ON CLOSED SESSION

APPROVAL OF MINUTES: TUESDAY, MAY 20, 2014 (REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NOTICE TO THE PUBLIC

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

NEW BUSINESS CONSENT

It was moved to approve Consent Items No. 1 and 2 on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 1. 2014-251 CONSIDER APPROVING THE FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CARSON SUCCESSOR AGENCY AND PANATTONI DEVELOPMENT COMPANY, INC. FOR THE SALE OF AGENCY-OWNED PROPERTY LOCATED AT 2254 E. 223RD STREET

Recommendation: TAKE the following actions:
1. APPROVE the Amendment.
2. AUTHORIZE the Agency Chairman to execute the Amendment following approval as to form by Agency Counsel.

ACTION: Item No. 1 was approved on Consent.

Item No. 2. 2014-266 CONSIDERATION OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRUEN ASSOCIATES TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE ADDITIONAL IMPROVEMENTS FOR PROJECT NO. 1043: CARSON STREET MASTER PLAN

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina asked who could sign off on the completion of work by a consultant. City Manager Hernandez responded to the concern.

Recommendation: TAKE the following actions:
1. APPROVE the Second Amendment to the Professional Services Agreement between the Carson Successor Agency and Gruen Associates for the additional professional design services needed to complete Project No. 1043: Carson Street Master Plan for a negotiated fee not-to-exceed $163,343.00.
2. AUTHORIZE a design contingency in the amount of $75,000.00 for any additional design services for any future improvements which may be requested by the Carson Successor Agency and staff, and any unforeseen design work that may be required to complete Project No. 1043: Carson Street Master Plan.
3. AUTHORIZE the Chairman to execute the Second Amendment to the Professional Services Agreement between the Carson Successor Agency and Gruen Associates, following approval as to form by the Agency Counsel.

ACTION: Item No. 2 was approved on Consent.

DEMANDS

Item No. 3. RES 14-037 RESOLUTION NO. 14-15-CSA

A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $67,207.56, DEMAND CHECK NUMBERS SA-001395 THROUGH SA-001399

ACTION: It was moved to approve Demand Item No. 3 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY (NONE)

UNFINISHED BUSINESS (NONE)

NEW BUSINESS DISCUSSION (NONE)

CITY COUNCIL
REGULAR BUSINESS MEETING
6:00 P.M.

CLOSED SESSION (5:00 P.M. - 6:00 P.M.) (Items 1-5)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY – None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City/Agency/Authority Attorney Wynder announced the Closed Session items.

RECESS:
The meeting was recessed at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Dear to Closed Session.

RECONVENE:
The meeting was reconvened at 6:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear with all members previously noted present.

REPORT OF ACTIONS ON CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Wynder provided the Closed Session report as follows:

Item No. 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Recommendation: 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 is a party. The title of such litigation is as follows: People of the State of California, ex. rel. City of Carson vs. Shell Oil Company, et al., Case No BC 499369, Superior Court of the State of California for the County of Los

Angeles.

ACTION: Council authorized the request to have Shell join a settlement conference.

Item No. 2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Recommendation: 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 is a party. The title of such litigation is as follows: California Supreme Court's Review of City of San Jose v. Superior Court S218066

ACTION: The Council authorized the City's participation in the amicus brief.

Item No. 3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) and (d)(3) and (e)(1), because there is significant exposure to litigation in three cases.

ACTION: No reportable action was taken on two of the three cases.

Item No. 4. CONFERENCE WITH LABOR NEGOTIATOR

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6 regarding labor negotiations involving the City Clerk and City Treasurer.

ACTION: No reportable action was taken.

Item No. 5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

City Attorney Wynder requested to continue the item.

Recommendation: A closed session will be held pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations with Los Angeles County Chief Executive Officer and Kirk Johnson with who the city is negotiating, and to give direction to its negotiator(s) City Manager, Assistant City Manager, City Attorney and Assistant City Attorney regarding that certain real property known as APN Nos. 7339-017-917, 7339-017-900, 7339-017-901, 7339-017-902 and 7339-017-003 and 7339-017-014. The City's real property negotiator will seek directions from the City Council regarding the terms of payment for the property.

ACTION: The Council agreed to continue the item.

CITY COUNCIL

REGULAR BUSINESS MEETING
6:00 P.M.

APPROVAL OF MINUTES: TUESDAY, MAY 20, 2014 (REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NOTICE TO THE PUBLIC

INTRODUCTIONS

A. INTRODUCTION OF CITY EMPLOYEES

B. INTRODUCTION OF SHERIFF DEPUTIES

Captain Gott reported/announced:

- He announced a safe July 4th and the crime rates are low.
- He announced that 78 fines were given out for illegal fireworks.

C. TOM SPENGLER, CEO OF GRANICUS, INC. TO SPEAK ON THE SOFTWARE PROGRAM LEGISTAR

Tom Spengler gave a presentation on Legistar.

Mayor/Agency Chairman/Authority Chairman Dear asked if Legistar was able to store and preserve historical documents and when the project will be completed. Mr. Spengler responded.

IT Manager Eggleston provided a report on the benefits of Laserfiche and Legistar.

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

John Wogan, Carson Chamber
Offered concerns with placing the Utility Users Tax on the November ballot.

Larry S., Chairman of Beautification Committee
Commented on the City Manager introducing himself to the committee and offering time to

hear concerns.

Mila Boyer
Offered praise for the engineers who quickly assisted with a traffic issue near Carson St. and Grace Ave.

Vera DeWitt – Item No. 23, 20
Offered comments on the Utility Users Tax placement on the November ballot, the financial report for a foreign trip, and election interference in March.

Dr. Rita Boggs
Commented on requests Council made during budget workshops.

Miriam Vasquez – Item No. 23
Offered concerns regarding the Utility Users Tax fiscal emergency.

Tiny Cook
Thanked Director Hicks and Council Member Davis-Holmes for updating their senior center and Council Member Davis-Holmes being the first to pull the new bingo machine. She thanked Mayor Pro Tempore Santarina for bringing the West Nile Virus team's presentation.

Mrs. Thompson
Asked for the start date, anticipated end date, and length of the project for the movie theater in South Bay Pavilion.

Marcella Lowe
Gave a brief presentation on the pipeline project on Victoria Avenue.

Victor Beckham
Offered comments on the conditional use permit and its effect on mobile home parks.

NEW BUSINESS CONSENT

It was moved to approve Consent Items No. 7 to 14 on motion of Dear, seconded by Davis-Holmes.

Council Member/Agency Member/Authority Board Member Gipson requested to pull Items No. 10 and 14.

ACTION: It was moved approve Consent Items No. 7 to 14, except Items No. 10 and 14, on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 6. 2014-253 CONSIDER RESOLUTION NO. 14-063 SUPPORTING THE MODIFICATION OF PROPOSITION 13 (PEOPLE'S INITIATIVE TO LIMIT PROPERTY TAXATION) AS IT RELATES TO COMMERCIAL PROPERTY TAX

Mayor/Agency Chairman/Authority Chairman Dear announced the item will be continued indefinitely without objection.

Recommendation: TAKE the following actions:
1.) WAIVE further reading and ADOPT Resolution No. 14-063, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SUPPORTING THE MODIFICATION OF PROPOSITION 13 (PEOPLE'S INITIATIVE TO LIMIT PROPERTY TAXATION) AS IT RELATES TO COMMERCIAL PROPERTY TAX"

2.) DIRECT staff to transmit an executed copy of the resolution to Governor Jerry Brown, State Senators Ted Lieu, Roderick Wright and Assemblymember Isadore Hall, III.

ACTION: The item will be continued indefinitely.

Item No. 7. 2014-265 CONSIDERATION OF A REQUEST FOR AUTHORIZATION TO ACCEPT AND APPROPRIATE VARIOUS DONATIONS IN THE GENERAL FUND

Recommendation: TAKE the following actions: ACCEPT the donations received in May 2014 in the amount of $2,500.00.
2. APPROVE an increase in the FY 2013/14 General Fund revenue budget by $2,500.00, in the revenue account numbers listed in Exhibit No. 1.
3. APPROPRIATE the $2,500.00 to the FY 2013/14 expenditure budget in the expenditure account numbers listed in Exhibit No. 1.

ACTION: Item No. 7 was approved on Consent.

Item No. 8. 2014-276 CONSIDERATION OF ADOPTION OF RESOLUTION NOS. 14-023 & 14-069 ELIMINATING THE CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

Recommendation: TAKE the following actions:

1) WAIVE further reading and ADOPT Resolution No. 14-023, "A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ELIMINATING THE CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR UNCLASSIFIED MANAGEMENT EMPLOYEES"

2) WAIVE further reading and ADOPT Resolution No. 14-069, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ELIMINATING EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC), GOVERNMENT CODE SECTION 20691"

ACTION: Item No. 8 was approved on Consent.

Item No. 9. 2014-277 CONSIDERATION OF ADOPTION OF RESOLUTION NOS. 14-024 & 14-070 ELIMINATING THE CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE CITY CLERK AND CITY TREASURER

Recommendation: TAKE the following actions:

1) WAIVE further reading and ADOPT Resolution No. 14-024, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ELIMINATING THE CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE CITY CLERK AND CITY TREASURER"

2) WAIVE further reading and ADOPT Resolution No. 14-070, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ELIMINATING EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC), GOVERNMENT CODE SECTION 20691"

ACTION: Item No. 9 was approved on Consent.

Item No. 10. 2014-260 CONSIDER AWARD OF PURCHASE CONTRACT FOR EQUIPMENT UPGRADES AND RELATED PROGRAMMING FOR THE COUNCIL CHAMBER'S AUDIO/VISUAL SYSTEM

IT Manager Eggleston gave the staff report.

Recommendation: TAKE the following actions:

1. WAIVE the bidding and proposal processes as defined by Carson Municipal Code (CMC) Sections 2604 (d) and 2610 (a).

2. AWARD a purchase contract, in the amount of $99,576.15, to Electrosonic for the second phase of the audio equipment and programming modifications to the audio and voting system for the

Council Chambers, in accordance with the City's current maintenance agreement.

ACTION: It was moved to approve staff recommendations on motion of Robles, seconded by Dear and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: Council Member/Agency Member/Authority Board Member Gipson
Abstain: None
Absent: None

Item No. 11. 2014-272 CONSIDER AN AGREEMENT FOR CONSULTING SERVICES WITH MICHAEL SEALE RELATED TO THE TRANSITIONAL SUBSIDIZED EMPLOYMENT PROGRAM

Recommendation: TAKE the following actions:
1. APPROVE entering into an agreement with Michael Seale for an amount not to exceed $150,000.00 for a period of one year ending June 30, 2015.
2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

ACTION: Item No. 11 was approved on Consent.

Item No. 12. 2014-241 CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1355: VETERANS PARK ATHLETIC FIELD RENOVATION

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1355: Veterans Park Athletic Field Renovation.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1355: Veterans Park Athletic Field Renovation.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2014-226 CONSIDERATION TO ACCEPT AS COMPLETE PROJECT NO. 1440: RENOVATION OF THE BASEBALL FIELDS AT VARIOUS PARKS

Recommendation: Enter Recommendation Here

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2014-270 CONSIDER AUTHORIZATION TO EXPEND ADDITIONAL CONSTRUCTION CONTINGENCY FOR PROJECT NO. 1454: RENOVATION OF THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER AT CARSON

Engineer Gilbert Marquez gave the staff report.

Council Member/Agency Member/Authority Board Member Gipson asked if $63,000 was left of the shortfall. Engineer Marquez responded and explained that items were found during construction that was not a part of the initial budget.

Recommendation: TAKE the following actions:

1. AUTHORIZE an additional construction contingency in the amount of $200,000.00 for any additional improvements requested by the City Council or staff, and any unforeseen construction work that may be required to complete Project No. 1454: Renovation of the Congresswoman Juanita Millender-McDonald Community Center at Carson.

2. APPROPRIATE $200,000.00 from the unallocated General Fund - Restricted Fund Balance - Bond Funded Capital Projects fund to augment the amount currently budgeted for Project No. 1454: Renovation of the Congresswoman Juanita Millender-McDonald Community Center at Carson.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: Council Member/Agency Member/Authority Board Member Gipson
Abstain: None
Absent: None

DEMANDS

Item No. 15. RESOLUTION NO. 14-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,936,079.80, DEMAND CHECK NUMBERS

117141 THROUGH 117448

ACTION: It was moved to approve Demand Item No. 15 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY

Item No. 16. 2014-246 PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-1539 APPROVING ZONE TEXT AMENDMENT NO. 18-14 TO AMEND THE CARSON ZONING ORDINANCE TO ALLOW MULTIPLE DWELLING UNITS IN THE RS ZONE WITH APPROVAL OF A CONDITIONAL USE PERMIT AND UNDER CERTAIN REQUIREMENTS

Mayor/Agency Chairman/Authority Chairman Dear ordered the item continued without objection.

Recommendation: CONTINUE this item to August 5, 2014, to allow time for staff to complete the noticing process.

ACTION: The item will be continued until August 5, 2014.

UNFINISHED BUSINESS

Item No. 17. 2014-261 CONSIDER APPOINTMENTS TO, AND/OR REMOVAL FROM, COMMISSIONS, COMMITTEES, AND BOARDS BY MAYOR DEAR AND CITY COUNCILCONSIDER APPOINTMENTS TO, AND/OR REMOVAL FROM, COMMISSIONS, COMMITTEES, AND BOARDS BY MAYOR DEAR AND CITY COUNCIL

Mayor/Agency Chairman/Authority Chairman Dear called for a five-minute recess.

Recommendation: TAKE the following actions:
1. Mayor Dear to CONSIDER, APPOINT, or REAPPOINT members to the Commissions, Committees, and Boards (Exhibit No. 1) in accordance with Ordinance No. 13-1516 regarding the number and composition of various commissions (Exhibit No. 2); Ordinance No. 13-1519 regarding the number of members of

various commissions (Exhibit No. 3); Ordinance No. 13-1520 regarding the composition of various commissions (Exhibit No. 4); and Resolution No. 13-046 regarding the composition of the Carson Utility Users Tax Citizens Budget Oversight Committee (Exhibit No. 5);

2. Mayor Dear and City Council to CONSIDER REMOVAL, if desired, of members to the Commissions, Committees, and Boards in accordance with Ordinance No. 13-1523 regarding the process of removal from various commissions (Exhibit No. 6), with the approval of a majority of the entire City Council present, including the Mayor.

ACTION: Item No. 17 will be continued.

Item No. 18. 2014-269 CONSIDERATION OF CITY COUNCIL COMMITTEE ASSIGNMENTS BY MAYOR DEAR

Mayor/Agency Chairman/Authority Chairman Dear appointed Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina as an alternate to the Fireworks Stands Council Committee.

Recommendation: Mayor Dear to TAKE the following actions:

1. CONSIDER the status of any City Council Committee as listed on Exhibit No. 1.
2. CONSIDER and CREATE any new City Council Committees in accordance with Standard Management Procedure No. 1.45 and DETERMINE if the same are "standing committees" or "ad hoc committees." (Exhibit No. 2)
3. DESIGNATE member assignments to the City Council Committees.
4. APPOINT a chairperson to each City Council Committee.

ACTION: It was moved to ratify the Mayor's appointment on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 19. 2014-252 CONSIDER STATUS REPORT ON THE REGIONAL WATER QUALITY CONTROL BOARD ENVIRONMENTAL INVESTIGATION AND CARSON DECLARATION OF THE

EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CAROUSEL TRACT

Director Hicks gave the staff report.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina asked for a proper schedule of the meetings for residents. City/Agency/Authority Attorney Wynder responded to the inquiry.

Recommendation: CONSIDER and DISCUSS.

Item No. 20. 2014-256 REPORT ON COSTS INCURRED FOR THE CITY'S FOREIGN DIRECT INVESTMENT PROGRAM

Acting Director Westbrook gave the staff report.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina asked questions for clarification on the city's cost of working with CSUDH when it is known the university does not want to work with the city. Acting Director Westbrook offered clarification.

Council Member/Agency Member/Authority Board Member Davis-Holmes offered concerns on costs spent that were not approved by the Council.

Recommendation: RECEIVE and FILE.

NEW BUSINESS DISCUSSION

Item No. 21. 2014-257 CONSIDERATION OF CITY-AFFILIATED ORGANIZATIONS

Recommendation: Mayor Dear to TAKE the following actions:

1. CONSIDER the status of any City-Affiliated Organization.
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to City-Affiliated Organizations.

ACTION: Mayor/Agency Chairman/Authority Chairman Dear deactivated the board.

It was moved to ratify the Mayor's action on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None

Absent: None

Item No. 22. 2014-275 CONSIDER ESTABLISHING A TRUSTEE ACCOUNT FOR THE DR. MARTIN LUTHER KING MONUMENT COMMITTEE

Mayor/Agency Chairman/Authority Chairman Dear ordered the item continued.

Recommendation: CONTINUE this item to an undetermined date.

ACTION: The item will be continued until August 5, 2014.

Item No. 23. 2023-0463 CONSIDERATION OF RESOLUTION NO. 14-066 DECLARING A FISCAL EMERGENCY, RESOLUTION NO. 14-067 CALLING FOR A SPECIAL ELECTION/CONSOLIDATION AND RESOLUTION NO. 14-068 REQUESTING PREPARATION OF AN IMPARTIAL ANALYSIS SETTING PRIORITIES FOR SUBMITTING ARGUMENTS RELATED TO EXTENDING THE TERM OF THE UTILITY USERS TAX FROM JUNE 30, 2016 BY SEVEN (7) YEARS TO JUNE 30, 2023

City/Agency/Authority Attorney Wynder gave the staff report.

The representative of Fairbank, Maslin, Maullin, Metz & Associates gave a report.

Council Member/Agency Member/Authority Board Member Robles spoke in favor of placing the Utility Users Tax (UUT) on the ballot in November.

Mayor/Agency Chairman/Authority Chairman Dear asked for more options of placement for the UUT. City Manager Hernandez read the remaining election options for placement of the UUT.

Council Member/Agency Member/Authority Board Member Gipson requested election costs estimates for different election periods.

Council Member/Agency Member/Authority Board Member Davis-Holmes stated support for needing the UUT to pass because the city could potentially face bankruptcy in three years.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina spoke in favor of properly informing residents of the UUT and its urgent need for its placement on the November ballot.

Mayor/Agency Chairman/Authority Chairman Dear asked what ballot was best for this type of measure. The representative of Fairbank, Maslin, Maullin, Metz & Associates stated that a local revenue measure would be best on a presidential ballot as it has a broader reach of residents.

Council Member/Agency Member/Authority Board Member Davis-Holmes stated that senior citizens and low-income residents are exempt from the tax.

Recommendation: TAKE the following actions:
1. WAIVE further reading and adopt Resolution No. 14-066 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, UNANIMOUSLY DECLARING A FISCAL EMERGENCY PURSUANT TO ARTICLE XIII C ? 2(b) OF THE CALIFORNIA CONSTITUTION"; and
2. WAIVE further reading and adopt Resolution No. 14-067 "ARESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 4, 2014, FOR THESUBMISSION TO THE VOTERS OF THE CITY A PROPOSED MEASURE EXTENDING THE TERM OF THE UTILITY USERS TAX TO JUNE 30, 2023 AND IN ACCORDANCE THEREWITH REQUESTING THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE CITY'S SPECIAL ELECTION WITH THE SPECIAL AND GENERAL MUNICIPAL ELECTIONS HELD WITHIN LOS ANGELES COUNTY ON THAT DATE"; and
3. WAIVE further reading and adopt Resolution No. 14-068 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, "DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS AND SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS REGARDING THE CARSON UTILITY USERS TAX EXTENSION MEASURE"

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Santarina and failed on the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles
Noes: Council Member/Agency Member/Authority Board Member Gipson
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes
Absent: None

Mayor/Agency Chairman/Authority Chairman Dear noted that recommendation nos. 2 and 3 will not be taken up as recommendation no. 1 pass.

ACTION: It was moved to direct the City Manager to contract with Fairbank & Associates for $25,000 and have poll research and analysis conducted with a report presented to Council on August 5th on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: Council Member/Agency Member/Authority Board Member Gipson
Abstain: None
Absent: None

ORDINANCE SECOND READING (NONE)

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

A. MAYOR PRO TEM SANTARINA REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA REGARDING HOLDING A PUBLIC WORKSHOP TO COMMUNICATE HOW THE CITY FINANCES ARE INVESTED

ACTION: It was moved to approve the request to add an item on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina

B. MAYOR PRO TEM SANTARINA REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA REGARDING 2015 BATTLE OF THE WORLD BILLIARD CHAMPIONS

ACTION: It was moved to approve the request to add an item on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina

C. COUNCILMEMBER GIPSON REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA RECOGNIZING SEPTEMBER 10 AS NATIONAL SUICIDE PREVENTION DAY AND ACKNOWLEDGEMENT OF SEPTEMBER 12 AS KEVIN'S CAUSE DAY IN CARSON AND SUPPORTING THE ONGOING EFFORTS OF SUICIDE PREVENTION IN THE UNITED STATES

ACTION: It was moved to approve the request to add an item on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina

CONCLUDING ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC) – None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS – None.

CONCLUDING COMMUNICATIONS (STAFF)

City Clerk/Authority Secretary/Agency Secretary Gause read the Memorial Adjournment Requests as follows:

Earleen T.
Ella Mill
Jose Enconsuelo Basero
Cecilia N.
Felip C.
Rodrick Jordan
Antonio Luciano
Nadeen Phillips
Norma T.
Phillip Hurlick
Rev. James Rouse
Bertha Hardfield
Jermaine Washington
Emmanual Villa

CONCLUDING COMMUNICATIONS (COUNCILMEMBERS)

Council Member/Agency Member/Authority Board Member Gipson announced that he attended workshops on human trafficking, AB109, and energy.

Mayor/Agency Chairman/Authority Chairman Dear announced the addition of the clean money campaign resolution and the municipal election in March brought to the agenda in August.

UNFINISHED/CONTINUED CLOSED SESSION ITEMS

ADJOURNMENT

The meeting was adjourned at 10:30 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
BUDGET WORKSHOP #7
JULY 21, 2014
7:00 P.M.

CALL TO ORDER:
The meeting was called to order at 7:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Higaki noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Mike Gipson, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Albert Robles

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr.; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Wanda Higaki, Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary

Oral Communications for Matters Listed on the Agenda (Members of the Public) – None.

Item No.1. FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED GENERAL FUND OPERATING BUDGET

ACTION: This item was continued.

Item No.2. FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED SPECIAL REVENUE FUNDS BUDGETS

Item No. 2 was heard first.
Director Acosta gave a report on street and traffic improvements that have funding through Measure R funds and Successor Agency budget.

Director Acosta discussed the family support grant. She noted that a difference was in the family/youth enrichment program with a balance of $15,000 could go toward the anti-bullying program.

Council Member/Agency Member/Authority Board Member Davis-Holmes asked for an update to her previous request of hosting a women's symposium with the Women's Issues Commission and the Human Relations Commission with an addition of $20,000 to the $100,000 allocated budget.

Director Acosta discussed special revenue grants and funds.

Director Acosta addressed the Dominguez Channel Trash Reduction Project.

Mayor/Agency Chairman/Authority Chairman Dear requested an update. Staff provided an update regarding the trash reduction implementation.

Director Acosta noted that the General Fund will be receiving reimbursements from various projects. Council Member/Agency Member/Authority Board Member Gipson requested a total amount of the reimbursements. Director Acosta announced $789,922 will be reimbursed.

Mayor/Agency Chairman/Authority Chairman Dear requested all parks have updated scoreboards and dugout covers. Director Hicks followed up on the request.

Director Acosta discussed proposition funds and where the funds will be applied.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested reducing student fair on public buses to be competitive with neighboring cities. Directors Acosta and Hicks discussed the request.

Director Acosta discussed Measure M funding and Restrictive Administrative Tow Fee fund.

Mayor/Agency Chairman/Authority Chairman Dear inquired about increasing the amount of motor deputies within the Sheriff's department.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested an analysis on the productivity of motor deputies before committing to any additional.

Director Acosta discussed the Youth Services Program fund. Council Member/Agency Member/Authority Board Member Gipson asked for an update on the anti-bullying program. Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina proposed increasing the budget for the program. City Manager Hernandez responded.

Director Acosta discussed the Capital Asset Replacement fund. Director Acosta stated the 14-

15 budget will not have funds set aside. The fund currently has $735,000 with $608,000 anticipated to be spent.
Council Member/Agency Member/Authority Board Member Davis-Holmes requested an update on upgrading and purchasing luxury buses for senior citizens. Director Hicks gave an update on obtaining more buses.

Mayor/Agency Chairman/Authority Chairman Dear requested clarification on scoreboard updates at Dominguez Park and Calas Park. Director Hicks provided clarification.

Director Acosta discussed the Self-Supporting fund.

ACTION: It was moved to approve staff's recommendation with requests of Council members on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

ADJOURNMENT

The meeting was adjourned at 8:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
BUDGET WORKSHOP #8
JULY 25, 2014
12:30 P.M.

CALL TO ORDER:
The meeting was called to order at 12:30 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
City Clerk/ Agency Secretary/ Authority Secretary Gause noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Mike Gipson, Council Member/Agency Member/Authority Board Member Albert Robles, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes

Council Members/Agency Members/Authority Members Absent:

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr.; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Wanda Higaki, Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary

Oral Communications for Matters Listed on the Agenda (Members of the Public)

Dr. Rita Boggs
She offered comments on the utility users' tax and the Measure R fund.

Mila Boyer
She offered comments regarding budget expenditures and bus transportation.

Item No. 1. FISCAL YEAR 2014/15 CITY MANAGER'S PROPOSED GENERAL FUND OPERATING BUDGET

Director Acosta gave the staff report.

Director Acosta discussed budget referrals.

Mayor/Agency Chairman/Authority Chairman Dear and Council Member/Agency Member/Authority Board Member Davis-Holmes discussed and proposed new working schedules.

Director Acosta discussed budget referral requests from council members.

Mayor/Agency Chairman/Authority Chairman Dear requested clarity on the $55,000 budget for the anti-bullying symposium and asked if it could also be used for women's symposium. City Manager Hernandez requested to bring the item back at the August 5th meeting.

Director Acosta discussed a budget request for doubling the budget for special events. Council Member/Agency Member/Authority Board Member Davis-Holmes clarified her point for not doubling. Council Member/Agency Member/Authority Board Member Gipson expressed concern with doubling the budget for special events while also claiming a fiscal emergency. Director Hicks clarified all concerns regarding the budget for special events.

Council Member/Agency Member/Authority Board Member Gipson exited the meeting.

Council Member/Agency Member/Authority Board Member Robles asked for clarification on the Tour de Carson event. Directors Acosta and Hicks responded to the question with clarity while also offering to bring information to a later meeting.

Mayor/Agency Chairman/Authority Chairman Dear requested to add the Tour de Carson, Mariachi Festival, Unity Day, and Philam History Month to the special events budget requests. He also requested American Heritage Day be added with a budget of $20,000.

Director Acosta discussed the stormwater quality programs manager stating Human Resources will analyze the department's need and determine the appropriate title and salary range that will be brought back to council.

Director Acosta discussed the budget referral for giveaway items. Council Member/Agency Member/Authority Board Member Davis-Holmes explained the need for press bags to hand out at special events. City Manager Hernandez recommended $5,000 for trinket gifts and major gifts for dignitaries.

Director Acosta discussed franchise fees.

Council Member/Agency Member/Authority Board Member Robles requested a pool dome to keep the pools covered and warm for the proposed plan of holding swimming lessons for a nine-month period. Director Hicks stated that he was exploring the idea. Director Acosta stated the program costs will be brought back at a later date.

Director Acosta discussed franchise revenues.

Director Acosta introduced a budget referral item for surveillance at the city's parks. Director Hicks further explained that the budget amount would only account for business hour monitoring.

Director Acosta discussed Founder's Foutain requested by Council Member Robles.

Mayor/Agency Chairman/Authority Chairman Dear requested a pedestrian bridge over the Dominguez Channel addressed under the five-year Capital Improvement Project plan.

Director Acosta further discussed budget request items and gave a report on the Carson Circuit bus fares.

Council Member/Agency Member/Authority Board Member Robles left the meeting.

City Manager Hernandez and Director Acosta provided a revenue report.

Director Acosta summarized the approved budget referral requests.

Item No. 2. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 14-076, ADOPTING THE FY 2014/15 GENERAL FUND OPERATING BUDGET

ACTION: Item No. 2 was continued.

Item No. 3. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 14-057, ADOPTING THE FY 2014/15 SPECIAL REVENUE FUNDS BUDGETS

Item No. 3 was taken up first.

City Manager Hernandez requested a new vote for clarity.

ACTION: It was moved to approve staff's recommendation on motion of Gipson, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

ADJOURNMENT

The meeting was adjourned at 3:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
AUGUST 5, 2014
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Mike Gipson Council Member/Agency Member/Authority Board Member Albert Robles

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Lula Davis-Holmes (entered during the Closed Session report)

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr., Assistant City Manager; William Wynder, City/Agency/Authority Attorney; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Joy Simarago, Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary

CLOSED SESSION (5:00 P.M.)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY –

Dr. Rita Boggs

She offered concerns with the Housing Authority's closed session item as it is a mobile home park.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City/Agency/Authority Attorney Wynder announced the Closed Session items.

RECESS:
The meeting was recessed at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Dear to Closed Session.

RECONVENE:
The meeting was reconvened at 6:40 P.M. by Mayor/Agency Chairman/Authority Chairman Dear with all members previously noted present.

REPORT OF ACTIONS ON CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Wynder provided the Closed Session report as follows:

Item No.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

ACTION: The item was not taken up.

Item No. 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

ACTION: No reportable action was taken.

Item No. 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

ACTION: The City Council provided additional negotiating power.

FLAG SALUTE: ANGELA BISS

INVOCATION: PASTOR FRED BRADFORD, LIFE SPRINGS CHURCH

NOTICE TO THE PUBLIC

HOUSING AUTHORITY

CLOSED SESSION (5:00 P.M.)

REPORT ON CLOSED SESSION

City/Agency/Authority Attorney Wynder provided the Closed Session report as follows:

Item No. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

ACTION: Negotiating authority was bestowed upon Housing Authority staff.

APPROVAL OF MINUTES: WEDNESDAY, JUNE 4, 2014 (ADJOURNED REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles,
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes
Absent: None

NOTICE TO THE PUBLIC

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

NEW BUSINESS CONSENT

NONE

DEMANDS

Item No. 2. RES 14-043 A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,712.30, DEMAND CHECK NUMBERS HA-001361 THROUGH HA-001364

Item No. 2 was heard after City Council Demand Item No. 21.

ACTION: It was moved to approve Resolution No. 14-043 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY (NONE)

UNFINISHED BUSINESS (NONE)

NEW BUSINESS DISCUSSION (NONE)

SUCCESSOR AGENCY

CLOSED SESSION (5:00 P.M.)

REPORT ON CLOSED SESSION

City/Agency/Authority Attorney Wynder provided the Closed Session report as follows:

Item No. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

ACTION: This item was not yet taken up.

APPROVAL OF MINUTES: WEDNESDAY, JUNE 4, 2014 (ADJOURNED REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles,
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes
Absent: None

CRA - Notice to Public - Oral Comm Public

NOTICE TO PUBLIC

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

NEW BUSINESS CONSENT

It was moved to approve Consent Items No. 2 to 4 on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None

Absent: None

Item No. 2. 2014-320 CONSIDER APPROVAL OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) POLICIES AND PROCEDURES

Recommendation: TAKE the following actions: APPROVE the Recognized Obligation Payment Schedule Policies and Procedures. AUTHORIZE staff to administratively maintain and update the approved procedures to remain in compliance with the bond requirements, and/or to make non-substantive changes.

ACTION: Item No. 2 was approved on Consent.

Item No. 3. 2014-317 CONSIDER APPROVING AN AGREEMENT BY AND BETWEEN THE CARSON SUCCESSOR AGENCY AND DHA CONSULTING FOR CONTINUING DISCLOSURE COMPLIANCE OF SUCCESSOR AGENCY BONDS

Recommendation: TAKE the following actions:

1. APPROVE a two-year Agreement by and between the Carson Successor Agency and DHA Consulting for bond continuing disclosure compliance in an amount not-to-exceed $30,000.00 per year.

2. AUTHORIZE the Agency Chairman to execute the Agreement following approval as to form by Agency Counsel.

ACTION: Item No. 3 was approved on Consent.

Item No. 4. 2014-323 CONSIDER APPROVAL OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CARSON SUCCESSOR AGENCY AND ARIK A. ABDALIAN AND ADELAIDA ABDALIAN FOR THE SALE OF THE AGENCY-OWNED PROPERTY LOCATED AT 17505 S. MAIN STREET

Recommendation: TAKE the following actions:

1. APPROVE the Purchase and Sale Agreement for sale of the Property.
2. AUTHORIZE the Agency Chairman to execute the Purchase and Sale Agreement following approval as to form by Agency Counsel.

ACTION: Item No. 4 was approved on Consent.

DEMANDS

Item No. 5. RES 14-044 A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $888,867.69, DEMAND CHECK NUMBERS SA-001400 THROUGH SA-001407

ACTION: It was moved to approve Resolution No. 14-044 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY (NONE)

UNFINISHED BUSINESS (NONE)

NEW BUSINESS DISCUSSION (NONE)

CITY COUNCIL
REGULAR BUSINESS MEETING
6:00 P.M.

APPROVAL OF MINUTES: THURSDAY, JUNE 19, 2014 (SPECIAL)
TUESDAY, APRIL 29, 2014 (SPECIAL)
WEDNESDAY, JUNE 4, 2014 (ADJOURNED REGULAR)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes (only for the minutes on Wednesday, June 4, 2014 (Adjourned Regular))
Absent: None

NOTICE TO THE PUBLIC

INTRODUCTIONS

INTRODUCTION OF CITY EMPLOYEES

City Manager Hernandez announced a new hire, Charles Dominguez as Assistant Maintenance Worker, and two promotions, Tim Grierson as Senior Recreation Center Supervisor and Bobby Grove as Senior Recreation Center Supervisor.

INTRODUCTION OF SHERIFF DEPUTIES

Captain Reginald Gott announced/reported:

- August 6th Community Night Out
- Carson station's 40th Anniversary

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

John Peace – Item No. 26
He commented on creating curriculum for the bullying prevention program as he is the executive director and founder of Not the Target.

Dave Reynolds – Item No. 26
He offered comments on the bullying prevention program. He is the project manager for the Anti-Defamation League and read the proposal.

Vera DeWitt – Item No. 7, 14, 26, 28, 30, 32
She offered comments on the costs of the billiard competition, questioned the litigation capabilities of the firm, commented on the local presence of companies, questioned the responsibilities of the City Clerk, commented on holding two elections close together, and commented on changing the municipal code.

Diane Thomas – Item No. 11
She offered concerns about bringing in an independent company. She also commended the City Clerk.

Brenda Ramirez – Item No. 11
She asked questions about the hiring of the independent company.

Dr. Rita Boggs
She offered comments regarding a Successor Agency item, billiard tournament, and the major issue of sex offenders in the city.

Jay Helfert – Item No. 7
He offered comments on the billiard competition.

Chike Nwueke
He invited City Council members for the governor of Nigeria.

Robert Lesly – Item No. 11

He commented on the contracted company that will update the oil ordinance.

Faye Walton – Item No. 11
She offered comments on opposition to the contract company.

Speaker – Item No. 11
She spoke in opposition to the independent company and updates to the oil ordinance.

Ernestine Netter – Item No. 11
She offered concerns with the upgrade to the ordinance.

Speaker – Item No. 11
He offered concerns with the updates to the oil ordinance and notices sent out to certain parts of the city.

NEW BUSINESS CONSENT

Council Member/Agency Member/Authority Board Member Davis-Holmes requested to pull Items No. 8 and 11.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested to pull Item No. 7.

Council Member/Agency Member/Authority Board Member Robles requested to pull Item No. 4, 5, 20.

It was moved to approve Consent Items No. 4 to 20, except Items No. 4, 5, 7, 8, 11, and 20, on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 4. 2014-321 CONSIDER APPROVAL OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) POLICIES AND PROCEDURES

Item No. 4 was heard after Item No. 8.

Council Member/Agency Member/Authority Board Member Robles had questions regarding bond counsel and disclosure counsel agreeing.

Recommendation: TAKE the following actions:

1. APPROVE the Recognized Obligation Payment Schedule Policies and Procedures.
2. AUTHORIZE staff to administratively maintain and update the approved procedures to remain in compliance with the bond requirements, and/or to make non-substantive changes.

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 5. 2014-318 CONSIDER CONCURRENCE WITH AN AGREEMENT BY AND BETWEEN THE CARSON SUCCESSOR AGENCY AND DHA CONSULTING FOR CONTINUING DISCLOSURE COMPLIANCE OF SUCCESSOR AGENCY BONDS

Recommendation: CONCUR with the Successor Agency's approval of a two-year Agreement by and between the Carson Successor Agency and DHA Consulting for bond continuing disclosure compliance in an amount not-to-exceed $30,000.00 per year.

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 6. 2014-329 CONSIDER RESOLUTION NO. 14-078 SUPPORTING SENATE BILL 52 (LENO), THE CALIFORNIA DISCLOSE ACT

Recommendation: TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 14-078, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SUPPORTING SENATE BILL 52, THE CALIFORNIA DISCLOSE ACT, WHICH WILL REQUIRE IDENTIFICATION OF THE LARGEST FUNDERS ON ALL BALLOT MEASURE ADVERTISEMENTS."

2. DIRECT staff to transmit an executed copy of the resolution to Senator Leno and legislators representing the City of Carson.

ACTION: Item No. 6 was approved on Consent.

Item No. 7. 2014-333 CONSIDER PRESENTING A CHAMPIONSHIP-LEVEL BILLIARD TOURNAMENT IN THE CITY OF CARSON, "THE BATTLE OF WORLD BILLIARD CHAMPIONS 2015, CITY OF CARSON"

City Manager Hernandez provided a staff report.

Council Member/Agency Member/Authority Board Member Gipson expressed interest in the cost.

Recommendation: TAKE the following actions:
1. AUTHORIZE the City Manager to explore the feasibility of producing/presenting a billiard tournament in the City of Carson.
2. AUTHORIZE the City Manager to negotiate with Jay Helfert of Championship Billiards to produce the event; with GMA International to be the exclusive media partner; and with Choura Events to be an event partner.

ACTION: It was moved to approve staff's recommendation on motion of Santarina, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 8. 2014-313 CONSIDER INTRODUCTION OF ORDINANCE NO. 14-1542 AMENDING PORTIONS OF CHAPTER 15 OF THE CARSON MUNICIPAL CODE REGARDING LOITERING BY REGISTERED SEX OFFENDER TO ALIGN WITH STATE LAW AND RATIFICATION OF SETTLEMENT AGREEMENT REGARDING

LINDSAY V. CITY OF CARSON, UNITED STATES DISTRICT COURT CASE NO. NO. 2:14-CV-02792-PSC-MAND

Item No. 8 was heard after Housing Authority Item No. 2.

Deputy City/Agency/Authority Attorney Tobyon gave the staff report.

Mayor/Agency Chairman/Authority Chairman Dear stated that voting on this issue is only changing because of the lawsuit. He stated that the protection of children is important to the city. He requested that a resolution be made to demand state legislators to made at the next Council meeting as well as a letter sent to all state legislators detailing the need for a law.

Council Member/Agency Member/Authority Board Member Davis-Holmes announced a “No” vote and gave reasoning for being a voice for the voiceless.

Council Member/Agency Member/Authority Board Member Robles stated that it is important for leaders to be the advocate for the voiceless and made a motion.

Council Member/Agency Member/Authority Board Member Gipson expressed concern with the ordinance and requested a coalition be put in place to safeguard children and their families.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina stated he will vote “No” and not align with the state law.

City/Agency/Authority Attorney Wynder clarified the motion on the floor.

Council Member/Agency Member/Authority Board Member Robles directed staff to review and edit the ordinance without compromising the safety of the residents while also requesting letters be sent to state legislators and the governor asking for changes of the law to be made.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested to include the cities that have been sued in the League of Cities.

Mayor/Agency Chairman/Authority Chairman Dear called for recess to go into Closed Session to further discuss legal action.

Mayor/Agency Chairman/Authority Chairman Dear reconvened the meeting.

Recommendation:

1. WAIVE further reading and INTRODUCE Ordinance No. 14-1542, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING PORTIONS OF CARSON MUNICIPAL CODE CHAPTER 15 REGARDING LOITERING BY REGISTERED SEX OFFENDERS TO ALIGN WITH CALIFORNIA PENAL CODE SECTION 653B;" and
2. RATIFY the "Settlement Agreement & Release of All Claims" regarding the matter of Lindsay v. City of Carson, et al., United States District Case No. 2:14-cv-02792-PSC-MAN, which has been executed by the City Manager pursuant to his settlement authority

and the prior direction of this Council.

ACTION: It was moved to write a letter to state legislators to amend the state's code to allow cities to have a strict loitering ordinance and not amend Ordinance 14-1542 on motion of Robles, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

It was moved to amend the original motion on motion of Robles, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 9. 2014-297 CONSIDERATION OF ADOPTION OF RESOLUTION NO. 14-075 AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-075, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS.

ACTION: Item No. 9 was approved on Consent.

Item No. 10. 2014-316 CONSIDER APPROVAL OF THE SOUTH BAY WORKFORCE INVESTMENT AREA FUNDING AGREEMENT NO. 14-W152 BETWEEN THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. ON BEHALF OF THE CITY OF INGLEWOOD AND THE CITY OF CARSON FOR WORKFORCE DEVELOPMENT

Recommendation: TAKE the following actions: APPROVE the agreement with the South Bay Workforce Investment Board. 2. AUTHORIZE the

Mayor to execute the agreement following approval as to form by the City Attorney.

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2014-332 CONSIDERATION TO PROVIDE A PROGRESS REPORT ON THE OIL CODE UPDATE

Council Member/Agency Member/Authority Board Member Davis-Holmes requested clarification on why Occidental Petroleum would be paying for the land use ordinance. City Manager Hernandez provided an explanation.

Mr. Naaseh provided insight into Occidental Petroleum and the consulting company.

Council Member/Agency Member/Authority Board Member Davis-Holmes inquired about the cost to the city.

City/Agency/Authority Attorney Wynder provided an explanation of the cost.

Council Member/Agency Member/Authority Board Member Davis-Holmes asked staff to explore options to mail out notices to all addresses in the city.

Recommendation: RECEIVE and FILE.

ACTION: Mayor/Agency Chairman/Authority Chairman Dear ordered all addresses in the city to receive notice regarding the land use ordinance.

Item No. 12. 2014-281 CONSIDER ACCEPTING THE FAMILY SUPPORT PROGRAM GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC)

Recommendation: TAKE the following actions: ACCEPT the $13,500 grant from the South Bay Center for Counseling for the Family Support Program Grant for July 1, 2014 - December 31, 2014. AUTHORIZE the Mayor to execute the Family Support Program contract following approval as to form by the City Attorney.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2014-283 CONSIDER ACCEPTING THE PREVENTION INITIATIVE DEMONSTRATION PROJECT GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC)

Recommendation: TAKE the following actions: 1. ACCEPT the $8,500.00 grant from the South Bay Center for Counseling for the Prevention Initiative Demonstration Project. 2. AUTHORIZE the Mayor to execute the Prevention Initiative Demonstration Project contract following approval as to form by the City Attorney.

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2014-322 CONSIDER APPROVAL TO EXTEND THE AGREEMENT WITH DAPEER, ROSENBLIT AND LITVAK, LLP TO PROVIDE CITY PROSECUTOR SERVICES FROM FEBRUARY 1, 2015 THROUGH JANUARY 31, 2016

Recommendation: APPROVE a one-year contract extension of the agreement with Dapeer, Rosenblit and Litvak, LLP, to provide City Prosecutor services to the City of Carson from February 1, 2015 through January 31, 2016.

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2014-289 CONSIDERATION OF RESOLUTION NO. 14-071, GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LLA-1, CARSON ZONE, CITY OF CARSON PROJECT L 003-2014; AND RESOLUTION NO. 14-072, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF L 003-2014 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697

Recommendation: TAKE the following actions: WAIVE further reading and ADOPT Resolution No. 14-071, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LLA-1, CARSON ZONE, CITY OF CARSON PROJECT L 003-2014." WAIVE further reading and ADOPT Resolution No. 14-072, "A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES; THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT; THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY (COUNTY SANITATION DISTRICT NO. 8); THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA; AND THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF L 003-2014 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697."

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2014-290 **CONSIDERATION OF RESOLUTION NO. 14-073, GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LLA-1, CARSON ZONE, CITY OF CARSON PROJECT L 009-2010; AND RESOLUTION NO. 14-074, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF L 009-2010 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697**

Recommendation: TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 14-073, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LLA 1, CARSON ZONE, CITY OF CARSON PROJECT L 009-2010."

2. WAIVE further reading and ADOPT Resolution No. 14-074, "A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES; THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT; THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY (COUNTY SANITATION DISTRICT NO. 8); THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA; AND THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF L 009-2010 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697."

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2014-341 **CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1330 [FEDERAL NO. STPL-5403(023)]: AVALON BOULEVARD PAVEMENT RESTORATION FROM THE I-405 FREEWAY TO 223RD STREET**

Recommendation: TAKE the following actions: AWARD a Construction Contract for Project No. 1330: Avalon Boulevard Pavement Restoration from the I-405 Freeway to 223rd Street, in the amount of $770,218.00,

to the lowest responsible bidder, All American Asphalt, Inc. 2. AUTHORIZE the expenditure of a construction contingency, if necessary, in an amount not-to-exceed $77,021.80 (10%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project. 3. AUTHORIZE the Mayor to execute the Construction Contract following approval as to form by the City Attorney.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2014-296 **CONSIDERATION TO ACCEPT AS COMPLETE PROJECT NO. 1364: ROOF IMPROVEMENTS TO THE MAIN BUILDINGS OF DOMINGUEZ PARK, CARRIAGE CREST PARK, AND THE CORPORATE YARD**

Recommendation: TAKE the following actions:

1. ACCEPT as complete Project No. 1364: Roof Improvements to the Main Buildings of Dominguez Park, Carriage Crest Park, and the Corporate Yard.

2. AUTHORIZE staff to file a Notice of Completion.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2014-303 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AWARD OF A CONSTRUCTION AND MATERIALS PURCHASE CONTRACT FOR FOUR RUBBERIZED SLURRY SEAL PROJECTS WITHIN THE CITY OF CARSON**

Recommendation: TAKE the following actions:

1. APPROVE the plans, specifications, estimates, Location Maps and Location List, and order the work for Project No. 1361: Citywide Annual Slurry Seal Program FY 2013/14.

2. MAKE the California Environmental Quality Act finding that the proposed Citywide Rubberized Slurry Seal is categorically exempt pursuant to Section 15301, 15301(c) and 15301(d) of the California Environmental Quality Act guidelines.

3. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk for Project No. 1361: Citywide Annual Slurry Seal Program FY 2013/14.

4. WAIVE the formal bid process defined by the Carson Municipal Code, Section 2607, as allowed by Section 2604(d).

5. AUTHORIZE the City of Carson to piggy back off of a competitively bid contract between the City of Los Angeles and Petrochem Manufacturing, Inc.

6. Award a Construction and Materials Purchase Contract to Petrochem Manufacturing, Inc., in the amount of $452,267.00 for Project No. 1361: Citywide Annual Slurry Seal Program FY 2013/14.

7. AUTHORIZE the Mayor to execute the Construction and Materials Purchase Contract following approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2014-325 CONSIDERATION TO AUTHORIZE CITY MANAGER OR HIS DESIGNEE TO DISPOSE OF TEN OBSOLETE AND INOPERABLE CITY-OWNED VEHICLES THROUGH PUBLIC AUCTION

Council Member/Agency Member/Authority Board Member Robles suggested exploring the idea of contributing the vehicles to the sister city program.

Director Barrette responded to the inquiry.

Council discussed other solutions for donating the vehicles.

Recommendation: AUTHORIZE City Manager or his designee to dispose of ten obsolete, inoperable vehicles through public auction.

ACTION: It was moved to give staff the discretion to decide if the vehicles can be donated internationally or locally on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

DEMANDS

Item No. 21. RES 14-042 RESOLUTION 14-077

Item No. 21 was heard after Item No. 23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,961,554.67, DEMAND CHECK NUMBERS 117449 THROUGH 117761

ACTION: It was moved to approve Resolution No. 14-077 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY

Item No. 22. 2014-285 CONTINUED PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-1539 APPROVING ZONE TEXT AMENDMENT NO. 18-14 TO AMEND THE CARSON ZONING ORDINANCE TO ALLOW MULTIPLE DWELLING UNITS IN THE RS ZONE WITH APPROVAL OF A CONDITIONAL USE PERMIT AND UNDER CERTAIN REQUIREMENTS

Item No. 22 was heard after the approval of Consent items.

Mayor/Agency Chairman/Authority Chairman Dear declared the public hearing open.

City Clerk/Agency Secretary/Authority Secretary Gause gave the Notice of Postings.

City Manager Hernandez gave the staff report.

Miguel O.
He commented in opposition to zoning changes as his property, built in compliance, now faces issues.

Victor Peckham
He spoke in opposition to applying for a conditional use permit for his property.

Acting Planning Manager Signal answered questions regarding the ordinance.

Dr. Rita Boggs
She requested an explanation for the zoning ordinance for the future of her neighborhood.

City Manager Hernandez provided a response.

Mayor/Agency Chairman/Authority Chairman Dear declared the public hearing closed.

Council Member/Agency Member/ Authority Board Member Davis-Holmes informed Mr. Peckham of a program that grants $7,500 to mobile home residents to help renovate their homes.

City Manager Hernandez clarified when and how the funds will be applied.

Recommendation: TAKE the following actions:

1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.

2. WAIVE further reading and INTRODUCE Ordinance No. 14-1539, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN AMENDMENT TO THE ZONING ORDINANCE OF THE CARSON MUNICIPAL CODE REGARDING MULTIPLE DWELLING UNITS WITHIN SINGLE-FAMILY RESIDENTIAL ZONES."

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 23. 2014-311 PUBLIC HEARING TO CONSIDER RESOLUTION NO. 14-062, FINDING THE CITY OF CARSON TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM AND ADOPTING THE CONGESTION MANAGEMENT PROGRAM LOCAL DEVELOPMENT REPORT

Mayor/Agency Chairman/Authority Chairman Dear declared the public hearing open.

City Clerk/Agency Secretary/Authority Secretary Gause gave the Notice of Postings.

Mr. Richard Garland, Traffic Engineer, gave the staff report.

Mayor/Agency Chairman/Authority Chairman Dear declared the public hearing closed.

Recommendation: TAKE the following actions:
1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.
2. WAIVE further reading and ADOPT Resolution No. 14-062, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FINDING THE CITY OF CARSON TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM AND ADOPTING THE CONGESTION MANAGEMENT PROGRAM LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 65089."

ACTION: It was moved to approve staff's recommendation on motion of Santarina, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

UNFINISHED BUSINESS

Item No. 24. 2014-315 CONSIDER APPOINTMENTS TO, AND/OR REMOVAL FROM, COMMISSIONS, COMMITTEES, AND BOARDS BY MAYOR DEAR AND CITY COUNCIL

Recommendation: TAKE the following actions:
1. Mayor Dear to CONSIDER, APPOINT, or REAPPOINT members to the Commissions, Committees, and Boards (Exhibit No. 1) in accordance with Ordinance No. 13-1516 regarding the number and composition of various commissions (Exhibit No. 2); Ordinance No. 13-1519 regarding the number of members of various commissions (Exhibit No. 3); Ordinance No. 13-1520 regarding the composition of various commissions (Exhibit No. 4); and Resolution No. 13-046 regarding the composition of the Carson Utility Users Tax Citizens Budget Oversight Committee (Exhibit No. 5);
2. Mayor Dear and City Council to CONSIDER REMOVAL, if desired, of members to the Commissions, Committees, and Boards in accordance with Ordinance No. 13-1523 regarding the process of removal from various commissions (Exhibit No. 6), with the

approval of a majority of the entire City Council present, including the Mayor.

ACTION: Item No. 24 was continued to the next meeting.

Item No. 25. 2014-337 CONSIDER ESTABLISHING A TRUSTEE ACCOUNT FOR THE DR. MARTIN LUTHER KING, JR. MONUMENT COMMITTEE

City Treasurer Avilla gave the staff report.

Recommendation: AUTHORIZE the City Treasurer to establish a Trustee Account for the Dr. Martin Luther King, Jr. Monument Committee.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 26. 2014-234 CONSIDER AN UPDATE ON A BULLYING PREVENTION PROGRAM IN CARSON

Lisa Brooklyn gave the staff report.

City/Agency/Authority Attorney Wynder explained the reasoning for the creation of the ad-hoc committee.

Mayor/Agency Chairman/Authority Chairman Dear and City Manager Hernandez discussed the vision for the committee.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested individuals to be included in the committee.

Mayor/Agency Chairman/Authority Chairman Dear requested two members of the City-wide Advisory Committee to be involved and a council member.

Council Member/Agency Member/Authority Board Member Gipson asked about the request for proposal scope. City Manager Hernandez responded to the inquiry.

Council Member/Agency Member/Authority Board Member Gipson requested clarification on the Los Angeles Unified School District not participating. Lisa Brooklyn responded.

After the vote, Mayor/Agency Chairman/Authority Chairman Dear appointed Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina to the ad-hoc committee.

Recommendation: CONSIDER the creation of an ad-hoc committee of the Human Relations Commission and the Youth Commission to worktogether; and REQUEST staff schedule a date and time for each bidder to present their campaign concept to both ad-hoc committees; and Upon the final presentation REQUEST the ad-hoc committees deliberate and rate each bidder and REQUEST the ad-hoc committee make a single recommendation to the City Council as to which bidder to select.

ACTION: It was moved to approve staff's recommendation on motion of Dear with the amendment of two members from the commissions listed above and the City-Wide Advisory Committee and a member of the City Council, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

ACTION: It was moved to ratify the Mayor's appointment on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 27. 2014-295 CONSIDER STATUS REPORT ON THE REGIONAL WATER QUALITY CONTROL BOARD ENVIRONMENTAL INVESTIGATION AND CARSON DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CAROUSEL TRACT

Director Hicks gave the staff report.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested follow ups and a complete report.

Recommendation: CONSIDER and DISCUSS.

NEW BUSINESS DISCUSSION

Item No. 28. 2014-335 CONSIDER CONTRACTING FOR ELECTIONS OFFICIAL SERVICES FOR THE MARCH 3, 2015, GENERAL MUNICIPAL ELECTION

City/Agency/Authority Attorney Wynder provided a report.

Deborah Wright responded to questions asked by Mayor/Agency Chairman/Authority Chairman Dear.

Council Member/Agency Member/Authority Board Member Davis-Holmes inquired about the duties of the election official.

City Clerk/Agency Secretary/Authority Secretary Gause responded to the inquiry.

Council Member/Agency Member/Authority Board Member Gipson expressed concern with the need for a contracted elections official.

Council Member/Agency Member/Authority Board Member Robles asked for clarification regarding the hired election consultant when Helen Kawagoe was the City Clerk.

City Clerk/Agency Secretary/Authority Secretary Gause offered comments and clarity regarding statements made by the City Council.

Recommendation: CONSIDER and PROVIDE direction.

ACTION: It was moved to not contract an election official and allow the City Clerk to perform the job's duties on motion of Gipson, seconded by Davis-Holmes.

ACTION: It was moved to approve staff's recommendation on substitute motion of Dear, seconded by Santarina and carried the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles
Noes: Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Davis-Holmes
Abstain: None
Absent: None

Item No. 29. 2014-334 CONSIDER AN UPDATE ON THE POLLING RESULTS OF AN INCREASE TO THE UTILITY USERS TAX

Mayor/Agency Chairman/Authority Chairman Dear declared a recess.

Mayor/Agency Chairman/Authority Chairman Dear reconvened the meeting.

City Manager Hernandez gave the staff report.

Recommendation: LISTEN to an oral report from the City Manager.

Item No. 30. 2014-336 RECONSIDER ADOPTING RESOLUTIONS DECLARING A FISCAL EMERGENCY, CALLING FOR A SPECIAL ELECTION/CONSOLIDATION, REQUESTING PREPARATION OF AN IMPARTIAL ANALYSIS, AND SETTING PRIORITIES FOR SUBMITTING ARGUMENTS RELATED TO EXTENDING THE TERM OF THE UTILITY USERS TAX FROM JUNE 30, 2016 BY SEVEN (7) YEARS TO JUNE 30, 2023

Mayor/Agency Chairman/Authority Chairman Dear questioned the parliamentary procedures.

Council Member/Agency Member/Authority Board Member Robles offered comments on the polling results and advocated for the special election extending the utility users tax as the votes from the voters supported it.

Mayor/Agency Chairman/Authority Chairman Dear asked about the tactical effect declaring a fiscal emergency would have. City/Agency/Authority Attorney Wynder explained that it allows for the vote to continue for the rest of the resolutions. City Manager Hernandez explained that it informs us of a fiscal emergency.

City/Agency/Authority Attorney Wynder and City Manager Hernandez clarified information regarding the declaration of a fiscal emergency and the election.

Recommendation: CONSIDER and PROVIDE direction.

ACTION: It was moved to approve Resolution No. 14-066 on motion of Robles, seconded by Davis-Holmes and carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: Council Member/Agency Member/Authority Board Member Gipson
Abstain: None
Absent: None

Item No. 31. 2014-330 CONSIDER THE ADOPTION OF RESOLUTION NO. 14-076,

ADOPTING THE FY 2014/15 GENERAL FUND OPERATING BUDGET

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-076, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE FY 2014/15 GENERAL FUND BUDGET AND APPROVING APPROPRIATIONS FOR THE 2014/15 FISCAL YEAR."

ACTION: Item No. 31 was continued.

Item No. 32. 2014-300 CONSIDERATION OF ORDINANCE NO. 14-1541 AMENDING SECTIONS 6339, 6351, AND 6396 OF ARTICLE VI, CHAPTER 3 OF THE CARSON MUNICIPAL CODE RELATING TO BUSINESS LICENSE REQUIREMENTS

City Manager Hernandez gave the staff report.

Mr. Boris Storch gave a presentation of the staff report.

Recommendation: WAIVE further reading and INTRODUCE Ordinance No. 14-1541, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA AMENDING SECTIONS 6339, 6351 AND 6396 OF ARTICLE VI, CHAPTER 3, OF THE CARSON MUNICIPAL CODE RELATING TO BUSINESS LICENSE REQUIREMENTS."

ACTION: It was moved to approve staff's recommendation on motion of Santarina, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING (NONE)

CONCLUDING ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC)

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

COUNCILMEMBER ROBLES REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA CONDEMNING THE BEATING OF A WOMAN BY A CALIFORNIA HIGHWAY PATROL OFFICER

ACTION: It was moved to add the request on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes
Absent: None

COUNCILMEMBER DAVIS-HOLMES REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA TO CONSIDER NAMING THE BALL DIAMOND AT CALAS PARK FOR APRIL FERNANDO

Mayor/Agency Chairman/Authority Chairman Dear requested a policy recommendation for naming of ball diamonds at parks within 45 days and brought back as a request by Council Member/Agency Member/Authority Board Member Davis-Holmes.

ACTION: It was moved to refer the request to City Council Committee on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes
Absent: None

CONCLUDING COMMUNICATIONS (STAFF)

City Clerk/Agency Secretary/Authority Secretary Gause announced Memorial Adjournment Requests as follows:

Alexander Douglas
Mary Hardy
John While
William Gist
Sherman Shoop
Ruth Wilburn
Derek Hardy
Jimmy Mauld

Brenda Marsh Mitchell
Marilyn Williams

City Clerk/Agency Secretary/Authority Secretary Gause thanked the Public Works and Building and Safety staffs for the remodeling of the Clerk's office. She stated that running for election was not on her radar but she will gladly accept the challenge.

City Manager Hernandez thanked staff for their time in creating staff report presentations.

CONCLUDING COMMUNICATIONS (COUNCILMEMBERS)

Council Member/Agency Member/Authority Board Member Gipson attended the National Black Caucus of Local Elected Officials and will leave a report on file in the City Clerk's office.

Council Member/Agency Member/Authority Board Member Davis-Holmes announced that she is running for reelection and will endorse the City Clerk. She announced a FAME 3-in-1 Enrichment Camp at the Community Center on August 7th-8th. She announced the Jazz Festival on September 27th.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina thanked the City Manager, Assistant City Manager, and staff at Carson Park. He congratulated the Carson Literacy club.

Mayor/Agency Chairman/Authority Chairman Dear represented the city of Carson at the Annual Sister City Conference in San Jose.

ADJOURNMENT

The meeting was adjourned at 12:05 A.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 2, 2014
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
City Clerk/Agency Secretary/Authority Secretary Gause noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Albert Robles, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Mike Gipson

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr., Assistant City Manager; William Wynder, City/Agency/Authority Attorney; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Joy Simarago, Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary

CLOSED SESSION (5:00 P.M.)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY – None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City/Agency/Authority Attorney Wynder announced the Closed Session items.

RECESS:
The meeting was recessed at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Dear to Closed Session.

RECONVENE:
The meeting was reconvened at 6:30 P.M. by Mayor/Agency Chairman/Authority Chairman Dear with all members previously noted present.

Council Member/Agency Member/Authority Board Member Mike Gipson is present.

REPORT OF ACTIONS ON CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Wynder provided the Closed Session report as follows:

Item No. 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

ACTION: The Council authorized legal counsel to move forward.

Item No. 2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

ACTION: The Council authorized legal counsel to move forward.

Item No. 3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

ACTION: This item has not yet been taken up.

Item No. 4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

ACTION: This item has not yet been taken up.

Item No. 5. CONFERENCE WITH LABOR NEGOTIATOR

ACTION: The Council requested additional information before authorizing negotiations.

Item No. 6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

ACTION: This item has not yet been taken up.

FLAG SALUTE: VINCE BANTAD, STUDENT FROM GARDENA ELEMTARY SCHOOL

INVOCATION: PASTOR DANNY SANTA CRUZ, VICTORY OUTREACH

NOTICE TO THE PUBLIC

HOUSING AUTHORITY

CLOSED SESSION (5:00 P.M.) (NONE)

REPORT ON CLOSED SESSION

APPROVAL OF MINUTES: TUESDAY, JUNE 17, 2014 (REGULAR)
MONDAY, JUNE 23, 2014 (SPECIAL)
TUESDAY, JULY 1, 2014 (REGULAR)

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NEW BUSINESS CONSENT

It was moved to approve Consent Items No. 1 to 2 on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 1. 2014-361 NOTICE TO THE CARSON SUCCESSOR AGENCY OF THE CARSON HOUSING AUTHORITY'S USE OF HOUSING FUNDS FOR HOUSING RELATED PROJECTS IN ACCORDANCE WITH THE LOW AND MODERATE INCOME HOUSING ASSET FUND AND HOUSING BOND COVENANTS

Recommendation: RECEIVE and FILE.

ACTION: Item No. 1 was approved on Consent.

Item No. 2. 2014-364 CONSIDER RECEIPT OF A CITY COUNCIL HOUSING COMMITTEE STATUS REPORT

Recommendation: RECEIVE and FILE.

ACTION: Item No. 2 was approved on Consent.

DEMANDS

Item No. 3. RES 14-046 A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $46,852.89, DEMAND CHECK NUMBERS HA-001365 THROUGH HA-001376

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY (NONE)

UNFINISHED BUSINESS (NONE)

NEW BUSINESS DISCUSSION

Item No. 4. 2014-349 NOVEMBER MEETING SCHEDULE DUE TO CONDUCT OF THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014

Recommendation: CONSIDER the meeting schedule for the month of November and PROVIDE direction.

SUCCESSOR AGENCY

CLOSED SESSION (NONE)

REPORT ON CLOSED SESSION

APPROVAL OF MINUTES: TUESDAY, JUNE 17, 2014 (REGULAR)
MONDAY, JUNE 23, 2014 (SPECIAL)
TUESDAY, JULY 1, 2014 (REGULAR)

City Clerk/Agency Secretary/Authority Secretary Gause noted a change to the vote for the July 1st meeting on Item No. 2 for Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina to have a vote of Abstain.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NEW BUSINESS CONSENT

It was moved to approve Consent Items No. 1 and 2 on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 1. 2014-362 NOTICE TO THE CARSON SUCCESSOR AGENCY OF THE CARSON HOUSING AUTHORITY'S USE OF HOUSING FUNDS FOR HOUSING RELATED PROJECTS IN ACCORDANCE WITH THE LOW AND MODERATE INCOME HOUSING ASSET FUND AND HOUSING BOND COVENANTS

Recommendation: RECEIVE and FILE.

ACTION: Item No. 1 was approved on Consent.

Item No. 2. 2014-368 CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1444: AVALON BOULEVARD PAVEMENT RESTORATION FROM DOMINGUEZ STREET TO VICTORIA STREET

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1444: Avalon Boulevard Pavement Restoration from Dominguez Street to Victoria Street, in the amount of $1,612,783.25, to the lowest responsible bidder, Shawnan.

2. AUTHORIZE the expenditure of a construction contingency, if necessary, in an amount not-to-exceed $241,917.48 (15%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project.

3. APPROPRIATE $380,000.00 from the unassigned Carson Successor Agency bond fund balance, to augment the amount currently budgeted for Project No. 1444: Avalon Boulevard Pavement Restoration from Dominguez Street to Victoria Street.

4. AUTHORIZE the Chairman to execute the Construction Contract between the Carson Successor Agency and Shawnan, following approval as to form by the Agency Counsel.

5. AUTHORIZE a material testing service agreement in the amount of $24,975.00 to Hushmand Associates, Inc.

ACTION: Item No. 2 was approved on Consent.

DEMANDS

Item No. 3. RES 14-047

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY (NONE)

UNFINISHED BUSINESS (NONE)

NEW BUSINESS DISCUSSION

Item No. 4. 2014-359 NOVEMBER MEETING SCHEDULE DUE TO CONDUCT OF THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014

Mayor/Agency Chairman/Authority Chairman Dear announced the meeting will be moved to November 5, 2014.

Council Member/Agency Member/Authority Board Member Gipson asked for clarification that the council meeting will take place in Council Chambers on November 5, 2014. City Manager Hernandez responded.

Recommendation: CONSIDER the meeting schedule for the month of November and PROVIDE direction.

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

CITY COUNCIL
REGULAR BUSINESS MEETING
6:00 P.M.

APPROVAL OF MINUTES: TUESDAY, JUNE 17, 2014 (REGULAR MEETING)
MONDAY, JUNE 23, 2014 (SPECIAL MEETING)
TUESDAY, JUNE 24, 2014 (SPECIAL MEETING)
TUESDAY, JULY 1, 2014 (REGULAR MEETING)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None

Absent: None

NOTICE TO THE PUBLIC

INTRODUCTIONS

INTRODUCTION OF CITY EMPLOYEES

City Manager Hernandez introduced Ricky Lovely as the Transportation Services Supervisor, Tim Grierson as the Senior Recreation Services Supervisor, Bobby Grove as the Senior Recreation Center Supervisor, Mr. Brent as the Building Maintenance Supervisor, Christopher Ortiz as the new Public Works Operations Manager, and Melissa Marcial as the National Urban Fellow.

INTRODUCTION OF SHERIFF DEPUTIES

Captain Reginald Gott announced/reported:

- Introduced Deputy Donte Hardy.

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

Dr. Willie Hagan – President of CSUDH
He offered comments on the Special Olympics World Games in July 2015 with Carson and CSUDH as a host town.

Dawn O'Leary – Director of Host Town with Special Olympic World Games
She commented on the Host Town program of the World Games.

Cathy Walker
She offered a proposal for a wheelchair and scooter safety program.

Nancy Severton
She offered comments on the student worker program and promotion of Brent as the Building Maintenance Supervisor.

Nelly Lua
She commented on Mr. Brent's accomplishments.

Reggie Turner
He requested permission for an American Heritage/Unity Day festival.

Neva Rogers
She offered comments on the need for wheelchair vans.

Marla Villacana
She requested help with additional funding for the Country Western Fair at Dominguez Park.

Latiesha Tan

She announced that the Carson Library is open for 7 days.

Vera DeWitt – Item No. 12, 19, 23
She offered comments on proclamations, the CMFA, StubHub reduced permits

Charlotte Brimmer
She announced the 4th Annual Veterans Job Fair hosted at the StubHub Center.

Paul Randell
He offered concerns about not having a meeting for the Utility User Tax (UUT) as he is the committee chair.

Terri Forsyth
She commented on how the UUT cannot meet without a meeting room in City Hall regardless of if the chair called a meeting.

Jenny Vasquez
She commented on safety protocol at CSUDH.

Romero Vejo
He requested use of the sculptural garden for a veteran's event.

Speaker
She thanked the Council and city staff for their assistance with the 5k Walk for seniors and veterans.

Rick Pulido
He invited the community to the 1st Annual Hispanic Heritage Month event at Carson Park.

Miriam Vasquez
She requested that the month of September should be honored as the Spanish Mexican Heritage Month.

William Koonz
He commented on the state law on bicycles and motor vehicles.

NEW BUSINESS CONSENT

Council Member/Agency Member/Authority Board Member Davis-Holmes requested to pull Items No. 14.

Council Member/Agency Member/Authority Board Member Robles requested to pull Item No. 7.

Council Member/Agency Member/Authority Board Member Gipson requested clarification on Item No. 14 as the legislature is not in office.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina questioned the

time on Item No. 9 as it was not specified. Staff noted that an official time will be sent to Council.

ACTION: It was moved to approve Consent Items No. 7 to 17, except Items No. 7 and 14, on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 7. 2014-385 CONSIDER STATUS REPORT ON THE CITY OF CARSON'S BULLYING PREVENTION PROGRAM

Lisa Burgon gave the staff report.

Council Member/Agency Member/Authority Board Member Robles suggested that staff enter into an agreement with Anti-Defamation League (ADL) for $14,000.

Council Member/Agency Member/ Authority Board Member Davis-Holmes requested an explanation as to why ADL was chosen over the other programs. Lisa Burgon explained the programs and offerings.

Recommendation: RECEIVE and FILE.

ACTION: It was moved to enter into an agreement with ADL for $14,000 on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 8. 2014-357 LETTER FROM CARSON CITY COUNCIL EXPRESSING DISAPPOINTMENT AND CONCERN REGARDING THE JULY BEATING OF A WOMAN BY THE CALIFORNIA HIGHWAY PATROL

Recommendation: Approve the letter and read it into the record. Direct the City Manager to forward the letter of concern to the Commanding Officer (Captain) of the concerned California Highway Patrol officer involved in the use of force.

ACTION: Item No. 8 was approved on Consent.

Item No. 9. 2014-372 CONSIDER ACKNOWLEDGING RESOLUTION NO. 12-089 RECOGNIZING SEPTEMBER 12 AS KEVIN'S CAUSE DAY IN CARSON AND RESOLUTION NO. 13-080 RECOGNIZING SEPTEMBER 10 AS NATIONAL SUICIDE PREVENTION DAY AND SUPPORTING THE ONGOING EFFORTS OF SUICIDE PREVENTION IN THE UNITED STATES

Recommendation: RECEIVE and FILE.

ACTION: Item No. 9 was approved on Consent.

Item No. 10. 2014-370 CONSIDERATION OF RESOLUTION 14-065 SUPPORTING SB 1086 THE SAFE NEIGHBORHOOD PARKS, RIVERS, AND COASTAL PROTECTION BOND ACT

Recommendation: TAKE the following actions: WAIVE further reading and ADOPT Resolution No. 14-065, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SUPPORTING SB 1086 THE SAFE NEIGHBORHOOD PARKS, RIVERS, AND COASTAL PROTECTION BOND ACT" DIRECT staff to transmit an executed copy of the resolution to State Senators Kevin De Leon, Ted Lieu and Roderick Wright and Assemblymember Isadore Hall, III. APPROVE the draft letter to Senator Kevin De Leon prepared in support of Senate Bill 1086.

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2014-373 MEETING DISPOSITION: CITY COUNCIL LANDSCAPE AND MONUMENT COMMITTEE

Recommendation: APPROVE the recommendation of the Landscape and Monument Committee (see triangle 4).

ACTION: Item No. 11 was approved on Consent.

Item No. 12. 2014-386 CONSIDER REVISIONS TO STANDARD MANAGEMENT PROCEDURE NO. 1.65: PROTOCOLS FOR REQUESTS AND PRESENTATIONS OF CERTIFICATES, PROCLAMATIONS, AND KEYS TO THE CITY AND RELATED RECOGNITIONS

Recommendation: REFER this item to the Policy Subcommittee.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2014-355 CONSIDERATION OF RESOLUTION NO. 14-085 FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND RESOLUTION NO. 14-087 ESTABLISHING THE VESTING CONTRIBUTION UNDER SECTION 22893.1

Recommendation: TAKE the following actions: 1. WAIVE further reading and ADOPT Resolution No. 14-085 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)."
2. WAIVE further reading and ADOPT Resolution No. 14-087 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE CITY OF CARSON'S VESTING CONTRIBUTION UNDER SECTION 22893.1 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)."

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2014-382 CONSIDER RESOLUTION NO. 14-089 URGING THE CALIFORNIA LEGISLATURE TO ADOPT STATE LEGISLATION AUTHORIZING GREATER LOCAL AUTONOMY IN REGULATING THE ACTIVITIES OF REGISTERED SEX OFFENDERS

City/Agency/Authority Attorney Wynder gave the staff report.

Council Member/Agency Member/ Authority Board Member Davis-Holmes informed staff to lobby the California League of Cities along with other cities that are facing the same issues to support the matter.

City Manager Hernandez notified that this would be a part of the legislative priorities for sessions in Sacramento and Washington D.C.

City/Agency/Authority Attorney Wynder suggested an amendment to Triangle 8, Section 3 to add the Governor, the Attorney General, every member in the State Assembly, the League of California Cities, and every city in the state of California that has attempted to regulate the activities of registered in their jurisdiction.

Recommendation: 1. WAIVE further reading and ADOPT Resolution No. 14-089, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, URGING THE CALIFORNIA LEGISLATURE TO ADOPT STATE LEGISLATION

AUTHORIZING GREATER LOCAL AUTONOMY IN REGULATING THE ACTIVITIES OF REGISTERED SEX OFFENDERS;" and

2. DIRECT staff and the City Attorney's office to forward a copy of the attached Resolution to the Governor of the State of California, the Attorney General of the State of California, and every member of the State Legislature; and

3. DIRECT staff and the City Attorney to locate a Carson representative within the State Legislature and solicit such representative to "sponsor" the legislative amendment proposed in the foregoing resolution; and

4. DIRECT staff and the City Attorney to engage in such lobbying efforts as may be warranted to assure enactment of the same.

ACTION: It was moved to approve staff's recommendation with the friendly amendment on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 15. 2014-381 CONSIDERATION OF A REQUEST FOR AUTHORIZATION TO ACCEPT AND APPROPRIATE VARIOUS DONATIONS IN THE GENERAL FUND

Recommendation: TAKE the following actions:

1. ACCEPT the donations received in June 2014 in the amount of $3,050.00.

2. APPROVE an increase in the FY 2013/14 General Fund revenue budget by $3,050.00, in the revenue account numbers listed in Exhibit No. 1.

3. APPROPRIATE the $3,050.00 to the FY 2013/14 expenditure budget in the expenditure account numbers listed in Exhibit No. 1.

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2014-345 CONSIDER ACCEPTANCE OF THE FY 14 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

Recommendation: ACCEPT the FY 14 Edward Byrne Memorial Justice Assistance

Grant funding in the amount of $39,973.00.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2014-376 CONSIDER APPROVAL OF TRACT MAP NO. 71533: MIXED-USE DEVELOPMENT LOCATED AT 616 E. CARSON STREET

Recommendation: TAKE the following actions:

1. APPROVE Tract Map No. 71533, located at 616 E. Carson Street.
2. MAKE the findings listed in the body of this report.
3. ACCEPT the dedications as indicated on said map.
4. APPROVE and ACCEPT the work agreements and improvement securities listed in the body of this report, following approval as to form by the City Attorney.
5. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said map on the face of Tract Map No. 71533.

ACTION: Item No. 17 was approved on Consent.

DEMANDS

Item No. 18. RES 14-045

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY

Item No. 19. 2014-342 PUBLIC HEARING TO CONSIDER APPROVAL OF RESOLUTION NO. 14-081 AUTHORIZING THE CITY OF CARSON TO ENTER INTO A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF BONDS FOR THE BENEFIT OF LITTLE BROTHERS BAKERY, LLC.

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing open.

City Clerk/Agency Secretary/Authority Secretary Gause gave the City Clerk Report.

City Manager Hernandez gave the staff report. Amelia Soto continued the report.

City Clerk/Agency Secretary/Authority Secretary Gause administered the oath to those that testify.

Dr. Rita Boggs
She offered comments on the effort going into the agreement is not worth the outcome of 10 to 15 jobs.

Mayor/Agency Chairman/Authority Chairman Dear inquired about the cost to the city. City Manager Hernandez responded with none. Amelia Soto, Acting Planning Manager, further explained that the city did not pay for the publication of the public hearing and that it was paid through the CMFA.

Miriam Vasquez
She offered concerns about how the city conducts business.

Rick Pulido
He offered comments in support of the long-term effects of the project.

Ben Barker of the California Municipal Finance Authority and Gerri Powers, Chief Financial Officer of Little Brothers Bakery, LLC gave a presentation, respectively.

Council Member/Agency Member/ Authority Board Member Robles inquired about the program being used in neighboring cities and the criteria for the loan

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested a letter from Ron Lee, the bond counsel. He also requested staff to locate small businesses that could benefit from the agreement.

Mayor/Agency Chairman/Authority Chairman Dear declared the Public Hearing closed.

Recommendation:

1. TAKE the following actions: OPEN the Public Hearing, TAKE public testimony and CLOSE the Public Hearing.
2. WAIVE further reading and ADOPT Resolution No. 14-081, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF BONDS FOR THE BENEFIT OF LITTLE BROTHERS BAKERY, LLC."
3. AUTHORIZE the Mayor to execute the Joint Exercise of Powers Agreement and Resolution No. 14-081 following approval as to

form by the City Attorney.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

UNFINISHED BUSINESS

Item No. 20. 2014-369 CONSIDER APPOINTMENTS TO, AND/OR REMOVAL FROM, COMMISSIONS, COMMITTEES, AND BOARDS BY MAYOR DEAR AND CITY COUNCIL

Mayor and City Council took the following actions:

Youth Commission

Mayor/Agency Chairman/Authority Chairman Dear reappointed Dominique Folks, Tyler Harper, Ophelia Pulido, and Camille Villafauna. Mayor/Agency Chairman/Authority Chairman Dear appointed Jamie Escovelle, J.D. Hubbard, John Emmanuel Lorotizo, Micah Santiago, Diana Mezza, to the vacancies of Regular Members. Jasmine Miles is moving to Regular Member from Alternate 1. Victor Lambarinto and Tyler Phipps were appointed to Alternate 1 and Alternate 2.

Public Safety Commission

Mayor/Agency Chairman/Authority Chairman Dear appointed Amelia Kaiton to Alternate No. 1 and Bobby Stells to Alternate No. 2.

Mobile Home Park Rental Review Board

Mayor/Agency Chairman/Authority Chairman Dear appointed Dina Enrique to Alternate Member.

Public Relations Commission

Mayor/Agency Chairman/Authority Chairman Dear appointed Susana Ramos to Public Relations Specialist position.

Women's Issues Commission
Mayor/Agency Chairman/Authority Chairman Dear appointed Dr. Leandria Fields-Robinson to

the vacant position.

Recommendation: TAKE the following actions:
1. Mayor Dear to CONSIDER, APPOINT, or REAPPOINT members to the Commissions, Committees, and Boards (Exhibit No. 1) in accordance with Ordinance No. 13-1516 regarding the number and composition of various commissions (Exhibit No. 2); Ordinance No. 13-1519 regarding the number of members of various commissions (Exhibit No. 3); Ordinance No. 13-1520 regarding the composition of various commissions (Exhibit No. 4); and Resolution No. 13-046 regarding the composition of the Carson Utility Users Tax Citizens Budget Oversight Committee (Exhibit No. 5);
2. Mayor Dear and City Council to CONSIDER REMOVAL, if desired, of members to the Commissions, Committees, and Boards in accordance with Ordinance No. 13-1523 regarding the process of removal from various commissions (Exhibit No. 6), with the approval of a majority of the entire City Council present, including the Mayor.

ACTION: It was moved to approve Mayor Dear's appointments to the Youth Commission, Public Safety Commission, Mobile Home Rental Review Board, Public Relations Commission, and Women's Issues Commission on motion of Dear, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 21. 2014-377 CONSIDER STATUS REPORT ON THE REGIONAL WATER QUALITY CONTROL BOARD ENVIRONMENTAL INVESTIGATION AND CARSON DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CAROUSEL

Item No. 21 was heard after Oral Communications.

Assistant City/Agency/Authority Attorney Soltani gave a brief report.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina provided a status report on the Carousel Tract environmental investigation.

Recommendation: CONSIDER and DISCUSS.

NEW BUSINESS DISCUSSION

Item No. 22. 2014-348 NOVEMBER MEETING SCHEDULE DUE TO THE CONDUCT OF THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014

Recommendation: CONSIDER the meeting schedule for the month of November and PROVIDE direction.

Item No. 23. 2014-371 CONSIDER THE USE OF THE TWO REDUCED-COSTS EVENT PERMITS AT THE STUB HUB CENTER FOR 2015

City Manager Hernandez gave the staff report.

Council Member/Agency Member/ Authority Board Member Davis-Holmes requested the Policy Committee to consider the Relay for Life event and Heritage Unity Day Festival to be held at the StubHub Center.

Recommendation: TAKE one of the following actions:
1. REFER to the Policy Committee, OR
2. DISCUSS and SELECT which two organizations/events will benefit from of the two reduced-costs event permits at the Stub Hub Center for 2015.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following votes:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 24. 2014-384 CONSIDERATION OF THE CITY OF CARSON APPLYING FOR THE 2015 ALL-AMERICA CITY AWARD

Item No. 24 was heard after Item No. 26.

City Manager Hernandez gave the staff report.

Ngozi Mordi gave a presentation.

Mayor/Agency Chairman/Authority Chairman Dear had questions on the PowerPoint presentation.

Council Member/Agency Member/Authority Board Member Gipson expressed support on the program for young men in Carson.

Mayor/Agency Chairman/Authority Chairman Dear added a friendly amendment to approve the $100 application fee.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested staff to get involved with fraternities and church ministries around the city.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested to get the Los Angeles Unified School District involved in the South Bay area.

Recommendation: APPROVE staff moving forward to conduct further research to identify programs that meet the criteria for the 2015 All-America City Award.

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 25. 2014-388 CONSIDER THE ADOPTION OF RESOLUTION NO. 14-076, ADOPTING THE FY 2014/15 GENERAL FUND OPERATING BUDGET AND APPROVING APPROPRIATIONS FOR THE 2014/15 FISCAL YEAR

Item No. 25 heard after Item No. 21.

Council Member/Agency Member/Authority Board Member Gipson requested notification of the UUT committee meeting.

Item No. 25 ordered continued by Mayor/Agency Chairman/Authority Chairman Dear and will be heard at a special or regular meeting without objection.

Council Member/Agency Member/ Authority Board Member Davis-Holmes requested to bring back the Women's Symposium line-item discussion for $20,000.

Recommendation: WAIVE further reading and ADOPT Resolution No. 14-076, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE FY 2014/15 GENERAL FUND BUDGET AND APPROVING APPROPRIATIONS FOR THE 2014/15 FISCAL YEAR."

ACTION: It was moved to allocate an additional $10,000 to the Country Western Fair committee at Dominguez Park on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Item No. 26. 2014-389 CONSIDERATION OF A FEE WAIVER FOR THE USE OF THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER AT CARSON FOR A SK WALK-A-THON SPONSORED BY THE ERASTO R. BATONGMALAQUE FOUNDATION

Item No. 26 was heard after Item No. 20.

City Manager Hernandez gave the staff report.

Council Member/Agency Member/ Authority Board Member Davis-Holmes requested to assign the event to the Veterans Affairs Commission. Mayor/Agency Chairman/Authority Chairman Dear agreed.

Recommendation: PROVIDE direction to staff regarding whether or not to waive fees for the use of the Congresswoman Juanita Millender-McDonald Community Center in the City of Carson for the Erasto R. Batongmalaque Foundation to hold a 5K walk-a-thon on Sunday, October 19, 2014.

ACTION: It was moved to assign the event to the Veterans Affairs Commission on motion of Davis-Holmes, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board

Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING

Item No. 27. ORDINANCE NO. 14-1539: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN AMENDMENT TO THE ZONING ORDINANCE OF THE CARSON MUNICIPAL CODE REGARDING MULTIPLE DWELLING UNITS WITHIN SINGLE-FAMILY RESIDENTIAL ZONES

Item No. 27 was heard after Item No. 24.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

Item No. 28. ORDINANCE NO. 14-1541: AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA AMENDING SECTIONS 6339, 6351 AND 6396 OF ARTICLE VI, CHAPTER 3 OF THE CARSON MUNICIPAL CODE RELATING TO BUSINESS LICENSE REQUIREMENTS

Item No. 28 heard concurrently with Item No. 27.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

CONCLUDING ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC)

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

Mayor/Agency Chairman/Authority Chairman Dear announced three unfinished Closed Session items.

RECESS TO CLOSED SESSION

The meeting was recessed at 10:24 P.M. by Mayor/Agency Chairman/Authority Chairman Dear to Closed Session.

RECONVENE TO OPEN SESSION

The meeting was reconvened at 11:07 P.M. by Mayor/Agency Chairman/Authority Chairman Dear to Closed Session.

Mayor/Agency Chairman/Authority Chairman Dear ordered the meeting to continue after 11:00 P.M. without objection.

REPORT ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

Closed Session Item No. 3
The Council authorized a counteroffer be made and a report back at the next meeting.

Closed Session Item No. 4
The Council authorized the following: file a tort claim with the appropriate government agency, file a complaint with the State Board of Equalization, and engage an independent consultant to advise the city of the issue relating to the claims.

Closed Session Item No. 6
The Council gave further negotiating authority.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

COUNCILMEMBER ROBLES REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA CONDEMNING THE BEATING OF A WOMAN BY A CALIFORNIA HIGHWAY PATROL OFFICER

COUNCILMEMBER DAVIS-HOLMES REQUESTS AN ITEM BE ADDED TO A FUTURE AGENDA TO CONSIDER NAMING THE BALL DIAMOND AT CALAS PARK FOR APRIL FERNANDO

CONCLUDING COMMUNICATIONS (STAFF)

City Clerk/Agency Secretary/Authority Secretary Gause announced Memorial Adjournment Requests as follows:

Clara Banks
Peggy Burnly
George Misa
Violetta Solomon
Emma Casteneda
Pedro Pete Villa
Alex Valardy
Ellie Riddick
Ardelle Smith
Eugene Florindo
Edward Little
Luther Lane
Florentina Gumayan
Florence Lamilla
Agnes Somarenos
Geraldine Brighton
Victor Fields
Daniel Galleon
Jennifer Howell

City Clerk/Agency Secretary/Authority Secretary Gause announced the passage of AB 1525.

CONCLUDING COMMUNICATIONS (COUNCILMEMBERS)

Council Member/Agency Member/Authority Board Member Gipson requested to add a domestic violence 5k walk in partnership with CSUDH.

Council Member/Agency Member/Authority Board Member Robles expressed gratitude to serve as a council member in Carson. He commended Mayor Pro Tempore Santarina for bringing the red curb initiative forward.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina asked if Easter Seals event can be placed in the general budget. He thanked Councilmember Robles for adding an item to the agenda thanking California Highway Patrol.

Council Member/Agency Member/Authority Board Member Davis-Holmes attended multiple block parties. She congratulated Councilmember Gipson, City Clerk Gause, and Jawane Hilton for the first concert in the park series at Anderson Park. She inquired about the water shortage plan of action. She attended the Greater Zion picnic and encouraged a tighter line of communication with staff. She met with Long Beach Airport to give a presentation at the next council meeting. She stressed the importance of proper training for reception and security staff.

Mayor/Agency Chairman/Authority Chairman Dear noticed that fire hydrants are missing caps. He attended the Carson Sheriff's Station 40th Anniversary celebration, Rotary Club, Community Night Out, Kaboom Ribbon Cutting at Scott Park, Relay for Life, Drama Under the Stars, Mayor's Day on Samoan Flag Day, Back to School Giveaway, Scottsdale Annual

Community Day, Joint Forces Training Ceremony, Carson Lion's Club of the 1st Annual Installation dinner, and the South Bay Council of City Government. He found donors to fund a new scoreboard at Carson High School. He initiated a pilot project with the Carson Sheriff's station to wear body cameras.

ADJOURNMENT

The meeting was adjourned at 12:20 A.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

CITY OF CARSON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 16, 2014
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Jim Dear in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Jim Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Elito Santarina, Council Member/Agency Member/Authority Board Member Lula Davis-Holmes

Council Members/Agency Members/Authority Members Absent:
Council Member/Agency Member/Authority Board Member Mike Gipson
Council Member/Agency Member/Authority Board Member Albert Robles

Also Present:
Nelson Hernandez, City Manager; Cecil Rhambo, Jr., Assistant City Manager; William Wynder, City/Agency/Authority Attorney; Karen Avilla, City/Agency/Authority Treasurer; Jacquelyn Acosta, Director of Finance; Cedric Hicks, Director of Community Services; Bruce Barrette, Director of Public Works; Donesia Gause, City Clerk/Agency Secretary/Authority Secretary; Joy Simarago, Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary

CLOSED SESSION (5:00 P.M.)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY – (None)

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City/Agency/Authority Attorney Wynder announced the Closed Session items.

RECESS:
The meeting was recessed at 5:04 P.M. by Mayor/Agency Chairman/Authority Chairman Dear

to Closed Session.

RECONVENE:
The meeting was reconvened at 6:00 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

Council Member/Agency Member/Authority Board Member Mike Gipson and Council Member/Agency Member/Authority Board Member Albert Robles are now present.

REPORT OF ACTIONS ON CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Wynder provided the Closed Session report as follows:

Item No. 1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION: 1. A closed session will be held, pursuant to Government Code §54956.9 (d)(2) and (d)(3) & (e)(1), because there is a significant exposure to litigation in one case.

ACTION: No reportable action was taken.

Item No. 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION: 1. A closed session will be held, pursuant to Government Code §54956.9 (d)(4) because the City is considering whether to initiate litigation in one case.

ACTION: The Council authorized negotiations to continue with a report at the next appropriate council meeting.

Item No. 3. CONFERENCE WITH LABOR NEGOTIATOR

RECOMMENDATION: 1. A closed session will be held, pursuant to Government Code § 54957.6, with the City Manager, Assistant City Manager, Director of Administrative Services, City Attorney and Interim Human Resources Officer, its negotiators(s), regarding labor negotiations with Part-time AFSCME.

ACTION: This item was not taken into consideration.

Item No. 4. CONFERENCE WITH LABOR NEGOTIATOR

RECOMMENDATION: 1. A closed session will be held, pursuant to Government Code § 54957.6, with the City Manager, Assistant City Manager, Director of Administrative Services, City Attorney and Interim Human Resources Officer, its negotiators(s), regarding labor negotiations with ACE, CPSA, AME, AFSCME Local 809 as well as Unclassified Management.

ACTION: This item was not taken into consideration.

Item No. 5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RECOMMENDATION: 1. A closed session will be held, pursuant to Government Code § 54956.8, to enable the City Council to consider negotiations with Tom Alexander, with whom City is negotiating, and to give direction to its negotiator (s) City Manager and his designees regarding that certain real property known as 21828 Avalon Boulevard. The City's real property negotiator will seek direction from the City Council regarding price and terms of payment for the property.

ACTION: The Council authorized to begin negotiations to obtain the property.

FLAG SALUTE: **MS. KAPRISHA TROTTE, SPECIAL OLYMPIC GOLD MEDAL TEAM ATHLETE & MEMBER OF THE CITY'S SPECIAL NEEDS PROGRAM**

INVOCATION: **JOSHUA CANALAS, MISSION EBENEZER FAMILY CHURCH**

HOUSING AUTHORITY

CLOSED SESSION (5:00 P.M.) (NONE)

REPORT ON CLOSED SESSION: (None)

APPROVAL OF MINUTES: TUESDAY, JULY 15, 2014 (REGULAR)

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

NEW BUSINESS CONSENT: (None)

DEMANDS:

Item No. 1. **A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $245,468.62, DEMAND CHECK NUMBERS HA-001377 THROUGH HA-001378.**

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY: (None)

UNFINISHED BUSINESS: (None)

NEW BUSINESS DISCUSSION: (None)

SUCCESSOR AGENCY

CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

A closed session will be held, pursuant to Government Code § 54956.8, to enable the City Council to consider negotiations with Anna Li, with whom City is negotiating, and to give direction to its negotiator (s) City Manager and his designees regarding that certain real property known as 2403 E. 223rd Street. The City's real property negotiator will seek direction from the City Council regarding the price and terms of payment for the property.

ACTION: The Board of Directors unanimously agreed to move forward with negotiations to obtain the property.

REPORT ON CLOSED SESSION

APPROVAL OF MINUTES: TUESDAY, JULY 15, 2014 (REGULAR)

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None
Absent: None

NEW BUSINESS CONSENT

Council Member/Agency Member/ Authority Board Member Davis-Holmes requested to pull Item No. 2.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested to pull Item No. 3.

It was moved to approve Consent Items No. 2 and 3 on motion of Gipson, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

ITEM NO. 2 **CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1355: VETERANS PARK ATHLETIC FIELD RENOVATION AND PROJECT NO. 1389: VETERANS PARK IRRIGATION SYSTEM UPGRADE (PUBLIC WORKS)**
THIS IS A JOINT AGENDA ITEM WITH CITY COUNCIL ITEM #6

City Manager Hernandez gave the staff report.

Council Member/Agency Member/ Authority Board Member Davis-Holmes requested a better plan of action to find a long-term solution in the scope of work.

RECOMMENDATION: TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1355: Veterans Park Athletic Field Renovation and Project No. 1389: Veterans Park Irrigation System Upgrade, in the amount of $324,530.00, to the lowest responsible bidder, Heathcote Geotechnical.
2. AUTHORIZE the expenditure of a construction contingency, if necessary, in an amount not-to-exceed $48,679.50 (15%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project
3. AUTHORIZE the Chairman to execute the Construction Contract between the City of Carson and Heathcote Geotechnical, following approval as to form by the Agency Counsel.

ACTION: Item No. 2 was approved on Consent.

ITEM NO. 3 **CONSIDER APPROVAL OF CHANGE ORDER NO. 1 FOR PROJECT NO. 839: BROADWAY IMPROVEMENTS FROM MAIN STREET TO GRIFFITH STREET AND GRIFFITH STREET FROM BROADWAY TO 500 FEET EAST OF BROADWAY (PUBLIC WORKS)**

Item No. 3 was heard after Item No. 14 on City Council agenda.

RECOMMENDATION: TAKE the following actions:

1. APPROVE Change Order No. 1 for Project No. 839: Broadway Improvements from Main Street to Griffith Street and Griffith Street from Broadway to 500 feet east of Broadway.
2. APPROPRIATE $600,000.00 from the unallocated Carson Successor Agency Series C and D Bond funds to account no. 82-70-793-985-8020/0083901.
3. AUTHORIZE the Executive Director to approve Project No. 839: Broadway Improvements from Main Street to Griffith Street and Griffith Street from Broadway to 500 feet east of Broadway change orders for the not-to-exceed total authorized amount of $646,089.49.
4. WAIVE Section 2610(a) of Article II of the Carson Municipal Code requiring three written professional services proposals, due to the urgent need for these services.
5. APPROVE a Professional Services Agreement with KEC Engineers, Inc., to provide construction inspection and quality control for Project No. 839: Broadway Improvements from Main Street to Griffith Street and Griffith Street from Broadway to 500 feet east of Broadway for a negotiated fee not-to-exceed $96,570.00.
6. AUTHORIZE the Chairman to execute the Professional Services agreement, following approval as to form by the Agency Counsel.

ACTION: It was moved to approve staff's recommendation of Nos. 1 through 4 and 6 while rejecting staff recommendation of No. 5 on motion of Santarina, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None
Abstain: None

Absent: None

DEMANDS

ITEM NO. 4 **RESOLUTION NO. 14-18-CSA, RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $277,940.90, DEMAND CHECK NUMBERS SA-001419 THROUGH SA-001424**

Item No. 4 was heard after Item No. 19.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

SPECIAL ORDERS OF THE DAY (None)

UNFINISHED BUSINESS (None)

NEW BUSINESS DISCUSSION (None)

CITY COUNCIL
REGULAR BUSINESS MEETING
6:00 P.M.

APPROVAL OF MINUTES: TUESDAY, JULY 15, 2014 (REGULAR MEETING)

ACTION: It was moved to approve the minutes on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

INTRODUCTIONS

A. INTRODUCTION OF SHERIFF DEPUTIES

Captain Reginald Gott announced/reported:

- Introduced two new deputies – Deputy Rashad Gilbert and Deputy Richard Hamoria
- Carson Sheriff's station chosen to be a part of the pilot program for body cameras

B. JAN VOGEL, SOUTH BAY WORKFORCE INVESTMENT BOARD QUARTERLY SUMMARY

Mr. Jan Vogel gave a presentation.

Council Member/Agency Member/Authority Board Member Robles requested to add a Subsequent Need Item to ask for a retraction of a story in the Daily Breeze. He described a story in the Daily Breeze that did not properly characterize the city.

ACTION: It was moved to add an urgency item to the agenda on motion of Robles, seconded by Santarina and unanimously carried by the following votes:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

Mayor/Agency Chairman/Authority Chairman Dear labeled the item as Item No. 19.

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

Oral Communications heard after Item No. 10.

Rick Pulido
He informed of the Hispanic Heritage celebration, thanked for consideration for a permit for St. Philomena Church, announced a dream makers basketball tournament, and requested an investigation into the City Clerk's office for mishandling of commissioner requests.

Stephanie Finley and Patrice Martin
They announced a basketball tournament in conjunction with the Easter Seals program on October 17th-19th at Veterans Park.

Mr. Delatorre
He thanked the Council for their consideration for permit approval for the St. Philomena carnival on October 17th-19th.

Harry Wilson
He offered comments on an article found in the September 4th Press Telegram about sex offender's rights within the city.

Paul Randall
He offered comments on the Utility User's Tax Commission.

Marian Vasquez
She offered comments on the hard work of Jackie Acosta and wished Mayor Dear a happy birthday. She commented on St. Philomena church's need to request a carnival permit every year. She commented on not being allowed into city hall and having a restraining order placed on her.

City/Agency/Authority Attorney Wynder explained the restraining order placed on Ms. Vasquez as a violation of a court order.

Jenny Vasquez
She offered comments on how she feels when in the presence of Monette Gavino and McKay from public works.

Diane Thomas
She commended City Clerk Gause on the updates to the office and announced the Carson Jazz Festival.

Bonnie Lou
She thanked the Council for appointing her to city commissions.

Marvin Clayton
He announced Apollo West Carson Players' play on October 5th at 3pm at the Carson Community Center.

City/Agency/Authority Attorney Wynder clarified the public comment regarding the sex offender law.

Odie Thomas Wall Jr.
He commented on his assault case with the sheriff's not being properly heard or handled.

Commissioner Dobard
He thanked Mayor, Council, and staff for the veteran's job fair at StubHub Center.

Moises Aglipay
He announced F-Pac festival for Philippine arts and culture on October 4th-5th held at the Grand Park in Downtown Los Angeles.

Latrese Carter
She offered comments on abandoned oil wells at Carson high school.

NEW BUSINESS CONSENT:

Council Member/Agency Member/Authority Board Member Davis-Holmes requested to pull Items No. 6.

ACTION: It was moved to approve Consent Items No. 6 to 11, except Item No. 6 and Item No. 10 which was moved to Discussion, on motion of Gipson, seconded by Robles and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: None

ITEM NO. 6 **CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1355: VETERANS PARK ATHLETIC FIELD RENOVATION AND PROJECT NO. 1389: VETERANS PARK IRRIGATION SYSTEM UPGRADE (PUBLIC WORKS) THIS IS A JOINT AGENDA ITEM WITH SUCCESSOR AGENCY ITEM NO. 2**

The item was properly heard and discussed during Item No. 2 of the Successor Agency and was able to be approved of the Consent calendar of the City Council agenda after proper voting on Item No. 2.

RECOMMENDATION: TAKE the following actions:
1. AWARD a Construction Contract for Project No. 1355: Veterans Park Athletic Field Renovation and Project No. 1389: Veterans Park Irrigation System Upgrade, in the amount of $324,530.00, to the lowest responsible bidder, Heathcote Geotechnical.
2. AUTHORIZE the expenditure of a construction contingency, if necessary, in an amount not-to-exceed $48,679.50 (15%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project.
3. AUTHORIZE the Mayor to execute the Construction Contract between the City of Carson and Heathcote Geotechnical, following approval as to form by the City Attorney.

ACTION: Item No. 6 was approved on Consent.

ITEM NO. 7 **CONSIDER SCHEDULING A WORKSHOP ON HOW THE CITY FINANCES ARE INVESTED (CITY TREASURER)**

RECOMMENDATION:

1. SCHEDULE the workshop in conjunction with the regular scheduled City Council meeting on October 7, 2014.

ACTION: Item No. 7 was approved on Consent.

ITEM NO. 8 CONSIDER AN AWARD OF PURCHASE CONTRACT FOR MOWING EQUIPMENT (ADMINISTRATIVE SERVICES)

RECOMMENDATION: TAKE the following actions:

1. AWARD a purchase contract to Municipal Maintenance Equipment, Inc. in the amount of $116,639.95, including sales tax for the purchase of a tractor with triple flail mower attachment.
2. AWARD a purchase contract to B and M Equipment Company in the amount of $13,183.66, including sales tax for the purchase of one (1) riding mower.
3. AWARD a purchase contract to Stotz Equipment in the amount of $8,011.50, including sales tax for the purchase of three (3) trailers.
4. AUTHORIZE the Purchasing Office to dispose of the outdated mowing equipment through public auction, City ID nos. 853, 1172, 1173, 1174, 537, 539 and 615.

ACTION: Item No. 8 was approved on Consent.

ITEM NO. 9 CONSIDERATION OF ST. PHILOMENA CATHOLIC CHURCH'S REQUEST FOR CARNIVAL PERMIT AND INTRODUCTION OF ORDINANCE NO. 14-1543 AMENDING CMC SECTION 63119.1 (ADMINISTRATIVE SERVICES)

RECOMMENDATION: TAKE the following actions:

1. APPROVE St. Philomena Catholic Church's application for a carnival permit for Friday, October 17th from 5:00 p.m. to 10:00 p.m., Saturday, October 18th from 10:00 a.m. to 10:00 p.m., and Sunday, October 19th from 10:00 a.m. to 10:00 p.m., contingent upon approvals from all inspecting agencies.
2. WAIVE further reading and INTRODUCE Ordinance No. 14-1543, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA AMENDING SECTION 63119.1 OF ARTICLE VI, CHAPTER 3 OF THE CARSON MUNICIPAL CODE RELATING TO CARNIVAL PERMIT REQUIREMENTS."

ACTION: Item No. 9 was approved on Consent.

ITEM NO. 10 CONSIDERATION TO EXPLORE ESTABLISHING A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL AND

OUTREACH PROGRAM FOR THE CITY OF CARSON (ADMINISTRATIVE SERVICES)

Item No. 10 was heard after the addition of the Urgency Item.

Mayor/Agency Chairman/Authority Chairman Dear moved Item No. 10 to New Business Discussion without objection. It was assigned as Item No. 20

RECOMMENDATION: TAKE the following actions:
1. AUTHORIZE the Purchasing Manager and staff to pursue the exploration of the benefits of enacting this concept in the City of Carson;
2. AUTHORIZE staff to process a Request for Proposal (RFP) to identify the best technical solution for this program.

ACTION: Assigned as Item No. 20 under New Business Discussion.

ITEM NO. 11 CONSIDER APPROVAL OF PARCEL MAP NO. 71684: COMMERCIAL DEVELOPMENT LOCATED AT 20700 AVALON BOULEVARD (PUBLIC WORKS)

RECOMMENDATION: TAKE the following actions:
1. APPROVE Parcel Map No. 71684, located at 20700 Avalon Boulevard.
2. MAKE the findings listed in the body of this report.
3. ACCEPT the dedications as indicated on said map.
4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said map on the face of Parcel Map No. 71684.

ACTION: Item No. 11 was approved on Consent.

DEMANDS:

ITEM NO. 12 RESOLUTION NO. 14-092 RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,033,834.93, DEMAND CHECK NUMBERS 118313 THROUGH 118584

Item No. 12 was heard after Item No. 20.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/ Authority Board Member Davis-Holmes

Noes: None

Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

SPECIAL ORDERS OF THE DAY (None)

UNFINISHED BUSINESS

ITEM NO. 13 CONSIDER APPOINTMENTS TO, AND/OR REMOVAL FROM, COMMISSIONS, COMMITTEES, AND BOARDS BY MAYOR DEAR AND CITY COUNCIL (CITY CLERK)

Mayor and City Council took the following actions:

Mayor/Agency Chairman/Authority Chairman Dear removed Bonnie Lou from her commission.

Public Safety Commission

Mayor/Agency Chairman/Authority Chairman Dear appointed Douglas Cheney to the vacancy of Regular Member, Althea Friday to Alternate No. 3.

Mayor/Agency Chairman/Authority Chairman Dear and City Clerk/Authority Secretary/Agency Secretary Gause discussed discrepancies on the Public Safety Commission list of members.

Council Member/Agency Member/Authority Board Member Gipson requested clarification on the rules of appointing and removing individuals for commissions, committees, and boards before appointing more members.

City Clerk/Authority Secretary/Agency Secretary Gause offered a remedy to meet with City Manager's Public Safety Commission staff to compare records.

Council Member/Agency Member/Authority Board Member Davis-Holmes read the ordinance governing commissions, committees, and boards.

Youth Commission

Mayor/Agency Chairman/Authority Chairman Dear appointed Kayla Whittiker as a Regular Member and Jonas Calderon-Garcia to Alternate No. 3

Beautification Committee

Mayor/Agency Chairman/Authority Chairman Dear appointed Maria Martinez as a Regular Member. Mayor/Agency Chairman/Authority Chairman Dear removed Bonnie Lou from the committee therefore, opening a vacancy.

Civic Engagement Board

Mayor/Agency Chairman/Authority Chairman Dear appointed Dr. Sharma Henderson as a Regular Member and is automatically removed from the Senior Citizen's Advisory

Commission.

Senior Citizen's Advisory Commission

Mayor/Agency Chairman/Authority Chairman Dear appointed Patricia Scott Patterson as Alternate No. 1.

Environmental Commission

Mayor/Agency Chairman/Authority Chairman Dear appointed Marcelo Silva as Alternate No. 1.

RECOMMENDATION: TAKE the following actions:

1. Mayor Dear to CONSIDER, APPOINT, or REAPPOINT members to the Commissions, Committees, and Boards (Exhibit No. 1) in accordance with Ordinance No. 13-1516 regarding the number and composition of various commissions (Exhibit No. 2); Ordinance No. 13-1519 regarding the number of members of various commissions (Exhibit No. 3); Ordinance No. 13-1520 regarding the composition of various commissions (Exhibit No. 4); and Resolution No. 13-046 regarding the composition of the Carson Utility Users Tax Citizens Budget Oversight Committee (Exhibit No. 5);
2. Mayor Dear and City Council to CONSIDER REMOVAL, if desired, of members to the Commissions, Committees, and Boards in accordance with Ordinance No. 13-1523 regarding the process of removal from various commissions (Exhibit No. 6), with the approval of a majority of the entire City Council present, including the Mayor.

ACTION: It was moved to approve Mayor Dear's appointments to the Public Safety Commission, Youth Commission, Beautification Commission, Civic Engagement Board, Senior Citizen's Advisory Commission, and Environmental Commission on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

ITEM NO. 14 CONSIDER THE CITY'S LEGISLATIVE PRORITIES FOR 2014/15 AND CONSIDER THE STATUS OF THE CONTRACT WITH TOWNSEND PUBLIC AFFAIRS FOR FEDERAL AND STATE LEGISLATIVE SERVICES (CITY MANAGER)

Item No. 14 was heard after the Consent calendar.

Council Member/Agency Member/Authority Board Member Gipson requested to waive the staff report.

Council Member/Agency Member/Authority Board Member Davis-Holmes stated concerns about political party memberships of those working at Townsend hired to represent the city. City Manager Hernandez responded.

Richard Harmon of Townsend Public Affairs responded to questions.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested a track record of the company along with background information of its staffers.

Council Member/Agency Member/Authority Board Member Gipson clarified questions had by Council Member Davis-Holmes.

Council Member/Agency Member/Authority Board Member Robles stated in agreement of continuing the item.

RECOMMENDATION: DISCUSS and PROVIDE direction.

ACTION: Item No. 14 was continued.

ITEM NO. 15 CONSIDER STATUS REPORT ON THE REGIONAL WATER QUALITY CONTROL BOARD ENVIRONMENTAL INVESTIGATION AND CARSON DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CAROUSEL TRACT (COMMUNITY SERVICES)

Community Services Director Hicks gave the staff report.

RECOMMENDATION:

1. CONSIDER and DISCUSS.

NEW BUSINESS DISCUSSION

ITEM NO. 16 CONSIDERATION OF PROPOSALS FOR FOREIGN DIRECT INVESTMENT SERVICES (COMMUNITY DEVELOPMENT)

Item No. 16 was heard after Item No. 3.

Community Development Director Waite gave the staff report.

Council Member/Agency Member/ Authority Board Member Davis-Holmes had concerns regarding the recommendation. Director Waite responded.

Mayor/Agency Chairman/Authority Chairman Dear stated support for the recommendations

and motion on the floor.

RECOMMENDATION: TAKE the following actions:
1. AUTHORIZE staff to negotiate an agreement with a consortium of SE Realty and Frontier Logic Innovations for FDI services and potential EB-5 regional center establishment.
2. AUTHORIZE staff to negotiate an agreement with the Los Angeles County Economic Development Corporation/CanAm Enterprises for EB-5 services.

ACTION: It was moved to approve staff's recommendation on motion of Robles, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Robles
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Davis-Holmes
Absent: None

ITEM NO. 17 PRESENTATION ON POTENTIAL DEVELOPMENT SITES (COMMUNITY DEVELOPMENT)

Item No. 17 was heard after Item No. 15.

Community Development Director Waite gave the staff report.

Acting Planning Manager Signa gave a presentation.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested if the space where Henry's market could be developed into a grocery store for North Carson.

RECOMMENDATION: TAKE the following actions:
1. LISTEN to the presentation.
2. ENDORSE the projects list for potential investors.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/ Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

ITEM NO. 18 **PRESENTATION AND UPDATE ON THE CITY'S COMPREHENSIVE ENERGY EFFICIENCY PROGRAM (PUBLIC WORKS)**

Reata Kulcsar presented the update.

OpTerra Energy Services representatives introduced the company, elaborated on the program, and responded to questions posed by the Council.

RECOMMENDATION:

1. LISTEN to the presentation.

ITEM NO. 19 **ERRONEOUS INFORMATION PLACED IN THE DAILY BREEZE NEWSPAPER**

Council Member/Agency Member/Authority Board Member Robles discussed reasons for inclusion of the urgency item.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested to add to the motion for the City Manager and/or the Assistant City Manager to meet with the Daily Breeze to deliver the letter and discuss concerns.

Council Member/Agency Member/Authority Board Member Robles accepted as a friendly amendment.

Council Member/Agency Member/Authority Board Member Robles excused himself from the meeting.

Mayor/Agency Chairman/Authority Chairman Dear called for a two-minute recess.

RECOMMENDATION:

1. DIRECT the City Attorney to prepare a letter for the City Manager to be signed on behalf of City Council to ask the Daily Breeze to correct the reporting error.

ACTION: It was moved approve staff's recommendation on motion of Robles, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Davis-Holmes, Council Member/Agency Member/Authority Board Member Robles

Noes: None

Abstain: None

Absent: None

ITEM NO. 20 CONSIDERATION TO EXPLORE ESTABLISHING A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL AND OUTREACH PROGRAM FOR THE CITY OF CARSON (ADMINISTRATIVE SERVICES)

Item No. 10 was heard after the addition of the Urgency Item.

Mayor/Agency Chairman/Authority Chairman Dear moved Item No. 10 to New Business Discussion without objection. It was assigned as Item No. 20

City Manager Hernandez gave the staff report.

Ruth Rodriguez and Paul Scott gave a presentation.

Council Member/Agency Member/Authority Board Member Davis-Holmes thanked City Manager Hernandez for creating this opportunity.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina thanked Davis-Holmes and Robles for working hard to get the item on the agenda.

RECOMMENDATION: TAKE the following actions:
1. AUTHORIZE the Purchasing Manager and staff to pursue the exploration of the benefits of enacting this concept in the City of Carson;
2. AUTHORIZE staff to process a Request for Proposal (RFP) to identify the best technical solution for this program.

ACTION: It was moved to approve staff's recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

ORDINANCE SECOND READING (None)

CONCLUDING ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

A. COUNCILMEMBER GIPSON REQUESTS AN ITEM BE PLACED ON A FUTURE AGENDA REGARDING A 5K WALK AT CSUDH TO RAISE AWARENESS OF DOMESTIC VIOLENCE

B. COUNCILMEMBER GIPSON REQUESTS AN ITEM BE PLACED ON A FUTURE AGENDA TO HIRE A GRANT WRITER FOR A PERIOD OF ONE YEAR

ACTION: It was moved to approve requests A and B on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina, Council Member/Agency Member/Authority Board Member Gipson, Council Member/Agency Member/Authority Board Member Davis-Holmes
Noes: None
Abstain: None
Absent: Council Member/Agency Member/Authority Board Member Robles

CONCLUDING COMMUNICATIONS (STAFF)

City Clerk/Agency Secretary/Authority Secretary Gause announced Memorial Adjournment Requests as follows:

Agapito Deveraa
Rev. Mary Taylor
Eric Alcaraz
Mary Joann Swan
Jimmy Leflor
Florentine Alpharoz, Jr.

City Clerk/Agency Secretary/Authority Secretary Gause announced:

- September 23rd National Voter Registration Day
- October 20th is the last day to register to vote

Interim Public Works Director Barrette provided an update on the construction on Victoria.

CONCLUDING COMMUNICATIONS (COUNCILMEMBERS)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Santarina requested a list of completed painted curbs. He announced a letter received from the Mayor of Soka City.

He announced September 8th-22nd that Chili's is hosting an event with St. Jude's Children's Research Hospital recognizing National Childhood Cancer Awareness Month.

Council Member/Agency Member/Authority Board Member Davis-Holmes expressed concerns with handicapped parking cutouts that disrupt the grass on curbs. She requested to add oil wells be placed on an upcoming agenda. She announced the Jazz Festival on September 27th.

Council Member/Agency Member/Authority Board Member Gipson attended several events. He announced I Heart Wilmington. He requested a way to get employees involved in the Aids Walk on October 12th.

Mayor/Agency Chairman/Authority Chairman Dear announced that he attended the League of California Cities conference, on ABC 7 representing the Carousel Tract, attended the California Municipal Revenue Managers meeting, attended the South Bay Center for Community Development event, attended the South Bay Cities Council of Governments event, had a press conference in front of City Hall on behalf of Watering Seeds, promoted a fundraising event with the American Heart Association, attended the Rotary club and Board of Sanitation meeting, attended the Audit Committee meeting, attended the UUT meeting, interviewed form fracking, and celebrated the 15th anniversary for the senior citizens of Carson event.

Mayor/Agency Chairman/Authority Chairman Dear announced a capping on a water well located adjacent to Hemingway Park.

ADJOURNMENT

The meeting was adjourned at 11: 50 P.M. by Mayor/Agency Chairman/Authority Chairman Dear.

_____
Jim Dear
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____
Donesia Gause
City Clerk/Agency Secretary/Authority Secretary

_____
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, September 2, 2025, 5:00 PM

CONSENT 17.

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 JULY 1, 2025, THROUGH JULY 31, 2025 (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 July 1, 2025 through July 31, 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 July 1, 2025 through July 31, 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 July 1, 2025 through July 31, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - July 2025

Attachments

Business License Report July 2025.pdf

Business Name	Address	SIC	BL - Business Rate Type
LBA RV - COMPANY II LP	20432-20434 SANTA FE AVE□ Carson, CA 90810	6519 - LESSORS OF REAL PROPERTY, NOT ELSEWHERE CLASSIFIED	GENERAL MINIMUM
Del Valle, Kahman & Company Inc	851 E WATSON CENTER RD□ Carson, CA 90745	2435 - HARDWOOD VENEER & PLYWOOD	GENERAL LICENSE
Road Asset Group	910 E 236th St□ Carson, CA 90745-6233	8748 - BUSINESS CONSULTNG SERVICES, NOT ELSEWHERE CLASSIFIED	GENERAL LICENSE
PRESTIGE LEARNING CENTER INC	20401 AVALON BLVD Unit: B□ Carson, CA 90746	9411 - ADMINISTRATION OF EDUCATIONAL PROGRAMS	GENERAL LICENSE
CARMICHAEL MAINTENANCE & CONSTRUCTION	313 E BRADENHALL DR□ Carson, CA 90746	1521 - GENERAL CONTRACTORS-SINGLE-FAMILY HOUSES	CONTRACTORS/BLDRS - GENERAL
MILCON INTERNATIONAL INC	910 E 236TH ST□ Carson, CA 90745	4731 - ARRANGEMENT OF TRANSPORTATION OF FREIGHT & CARGO	GENERAL LICENSE

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,709,274.92, DEMAND CHECK NUMBERS 266, 180613 THROUGH 180955 FOR GENERAL DEMAND AND THE AMOUNT OF $6,775.00, CHECK NUMBER 1297 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF $15,709,274.92 FOR GENERAL DEMANDS CHECK NUMBERS 266, 180613 THROUGH 180955.

TOTAL OF $6,775.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBER 1297, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-099, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,709,274.92, DEMAND CHECK NUMBERS 266, 180613 THROUGH 180955 FOR GENERAL DEMAND AND THE AMOUNT OF $6,775.00, CHECK NUMBER 1297 FOR CO-OP AGREEMENT DEMANDS".

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 and Exhibit No. 2.

SECTION 2: On September 2, 2025, the City Council ratified the above demand numbers 266, 180613 through 180955 for General Demand and 1297 for Co-op agreement demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $15,716,049.92.

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 2ND DAY OF SEPTEMBER, 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 2ND DAY OF SEPTEMBER, 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. 25-099, adopted by the City of Carson City Council at its meeting held on September 2, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND REGISTER RESOLUTION #25-099

EXHIBIT NO. 2: DEMAND REGISTER RESOLUTION #25-099 CA

Attachments

Exhibit 1 Demand Register Reso# 25-099.pdf
Exhibit 2 Demand Register Reso# 25-099 CA.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
266	07/31/2025	WIRE	004084	RE SOLUTIONS	225,909.40			
180613	07/31/2025	PRINTED	007862	ADL PLANNING ASSOCIATES,	47,383.50			
180614	07/31/2025	PRINTED	000137	ADMINISTRATIVE SERVICES C	26,385.51			
180615	07/31/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	48,306.54			
180616	07/31/2025	PRINTED	000346	ALL AMERICAN ASPHALT	5,330,932.41			
180617	07/31/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	2,560.00			
180618	07/31/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	2,212.57			
180619	07/31/2025	PRINTED	008151	AMER JAKHER	13,860.00			
180620	07/31/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	3,070.36			
180621	07/31/2025	PRINTED	008251	ANM CONSTRUCTION INC.	1,818.40			
180622	07/31/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	1,036.49			
180623	07/31/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	732.04			
180624	07/31/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	5,665.57			
180625	07/31/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	1,463.21			
180626	07/31/2025	PRINTED	006273	BOA ARCHITECTURE	5,000.00			
180627	07/31/2025	PRINTED	001435	ROBERT BOYD	50.00			
180628	07/31/2025	PRINTED	001762	ROGER BRANCH JR	50.00			
180629	07/31/2025	PRINTED	006443	BUDDY'S ALLSTARS INC	5,607.25			
180630	07/31/2025	PRINTED	004876	CALIFORNIA DEPT OF TAX AN	123.09			
180631	07/31/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	1,100,883.00			
180632	07/31/2025	PRINTED	008411	CALTEC CORP	228,725.32			
180633	07/31/2025	PRINTED	008141	CARTER PICTURE FRAMING &	182.53			
180634	07/31/2025	PRINTED	004947	CINDY'S JUMPERS	1,072.50			
180635	07/31/2025	PRINTED	001416	CITIZENS BUSINESS BANK	92,641.07			
180636	07/31/2025	PRINTED	006955	CITY ELECTRIC SUPPLY	16,097.61			
180637	07/31/2025	PRINTED	008126	ARCHIVESOCIAL, LLC	4,397.40			
180638	07/31/2025	PRINTED	008388	CRAFTWATER ENGINEERING, I	84,892.15			
180639	07/31/2025	PRINTED	003586	CS AND ASSOCIATES INC	14,770.00			
180640	07/31/2025	PRINTED	000268	DAILY JOURNAL CORP	2,269.87			
180641	07/31/2025	PRINTED	002440	DEPARTMENT OF INDUSTRIAL	1,777.50			
180642	07/31/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	4,099.72			
180643	07/31/2025	PRINTED	008107	FCG CONSULTANTS INC	52,847.10			
180644	07/31/2025	PRINTED	005044	ROMEO GALEON	50.00			
180645	07/31/2025	PRINTED	007482	GOFORTH & MARTI	28,310.71			
180646	07/31/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	4,749.45			
180647	07/31/2025	PRINTED	008335	GOMEZ GROWERS INC.	656.37			
180648	07/31/2025	PRINTED	008352	GRAFFITI PROTECTIVE COATI	5,271.00			
180649	07/31/2025	PRINTED	000793	GRAINGER	2,016.57			
180650	07/31/2025	PRINTED	006310	GTECH FITNESS INC	4,319.97			
180651	07/31/2025	PRINTED	008132	HASA INC	5,293.62			
180652	07/31/2025	PRINTED	007378	HERC RENTALS INC.	4,621.68			
180653	07/31/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	2,758.26			
180654	07/31/2025	PRINTED	008314	INTERIOR PLUS, INC	735,184.24			
180655	07/31/2025	PRINTED	008565	JOURDUCCI, INC	16,035.00			
180656	07/31/2025	PRINTED	000663	LANGUAGE NETWORK	4,502.28			
180657	07/31/2025	PRINTED	004428	LAWSON PRODUCTS INC	1,123.81			
180658	07/31/2025	PRINTED	002294	LEIGHTON CONSULTING, INC	1,472.62			
180659	07/31/2025	PRINTED	000643	LONG BEACH TRANSIT	515,125.00			
180660	07/31/2025	PRINTED	000494	M AND S METALS	329.25			
180661	07/31/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	1,799.82			
180662	07/31/2025	PRINTED	008471	MBC ENTERPRISES INC.	344,566.18			
180663	07/31/2025	PRINTED	000669	MDG ASSOCIATES	9,274.50			

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
180664	07/31/2025	PRINTED	000040	MITY LITE INC	25,534.12			
180665	07/31/2025	PRINTED	003576	MRS ENVIRONMENTAL INC	12,610.00			
180666	07/31/2025	PRINTED	000385	NATIONWIDE ENVIRONMENTAL	98,131.60			
180667	07/31/2025	PRINTED	007779	NEMIE P. MOSEQUERA	50.00			
180668	07/31/2025	PRINTED	000744	NINYO & MOORE GEOTECHNICA	206,284.05			
180669	07/31/2025	PRINTED	000563	JANNY NOA	115.54			
180670	07/31/2025	PRINTED	001674	NYHART	2,900.00			
180671	07/31/2025	PRINTED	000481	OCEAN BLUE ENVIRONMENTAL	11,998.53			
180672	07/31/2025	PRINTED	010999	DESIREE JOHNSON	197.00			
180673	07/31/2025	PRINTED	010999	STEPHEN SECULES	46.55			
180674	07/31/2025	PRINTED	008432	ONYX PAVING COMPANY, INC.	1,082,858.49			
180675	07/31/2025	PRINTED	008642	OPTECH SERVICES	160.00			
180676	07/31/2025	PRINTED	000528	PARTY PRONTO	2,321.00			
180677	07/31/2025	PRINTED	000460	PETES ROAD SERVICE INC	489.70			
180678	07/31/2025	PRINTED	001731	PETROCHEM MATERIALS INNOV	151,255.06			
180679	07/31/2025	PRINTED	008602	POLARIS LIGHTING ASSOCIAT	862.00			
180680	07/31/2025	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,671.90			
180681	07/31/2025	PRINTED	008625	PRODUCT DESIGN INNOVATION	5,445.00			
180682	07/31/2025	PRINTED	002504	PRONTO GYM SERVICES INC	3,966.75			
180683	07/31/2025	PRINTED	008459	PUB CONSTRUCTION INC	488,263.83			
180684	07/31/2025	PRINTED	001081	BRIAN RABER	50.00			
180685	07/31/2025	PRINTED	008230	RAJO, A CALIF. CORP	80.00			
180686	07/31/2025	PRINTED	008532	RCR TRAFFIC SPECIALIST	2,327.39			
180687	07/31/2025	PRINTED	000119	RED WING SHOE STORE	4,387.55			
180688	07/31/2025	PRINTED	000588	REFRIGERATION SUPPLIES DI	1,796.24			
180689	07/31/2025	PRINTED	008643	RETAIL STRATEGIES, LLC	12,500.00			
180690	07/31/2025	PRINTED	010000	NATALIE FERNADEZ	500.00			
180691	07/31/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	50,096.77			
180692	07/31/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	2,873.28			
180693	07/31/2025	PRINTED	000120	S&S WORLDWIDE, INC	512.98			
180694	07/31/2025	PRINTED	000791	EMMANUEL A SALOMON	50.00			
180695	07/31/2025	PRINTED	008669	SAMOA UA TASI, INC	10,000.00			
180696	07/31/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,324.63			
180697	07/31/2025	PRINTED	000172	SCMAF INC S CALIF MUNICIP	1,240.00			
180698	07/31/2025	PRINTED	007632	SEAY, AL CARNEL	50.00			
180699	07/31/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	1,107.42			
180700	07/31/2025	PRINTED	000211	SMART AND FINAL IRIS	5,411.21			
180701	07/31/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	41,340.82			
180702	07/31/2025	PRINTED	008398	SOCAL SURFACES, INC.	35,967.01			
180703	07/31/2025	PRINTED	004417	SOCALGAS	9,344.73			
180704	07/31/2025	PRINTED	008628	SOLOTECH SALES & INTEGRAT	488.98			
180705	07/31/2025	PRINTED	000189	SOUTH COAST AIR QUALITY M	1,131.26			
180706	07/31/2025	PRINTED	005013	SWAYZER CORPORATION	19,910.00			
180707	07/31/2025	PRINTED	007090	T-MOBILE USA INC.	10,037.09			
180708	07/31/2025	PRINTED	007654	TAIT & ASSOCIATES, INC	13,374.85			
180709	07/31/2025	PRINTED	007931	TOMECKO JACKSON	630.00			
180710	07/31/2025	PRINTED	008106	TOTUM CORP	122,357.49			
180711	07/31/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	251,155.74			
180712	07/31/2025	PRINTED	004017	TYLER TECHNOLOGIES	61,698.50			
180713	07/31/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	13,383.31			
180714	07/31/2025	PRINTED	006769	CITY MANAGER	317.28			
180715	07/31/2025	PRINTED	000023	UNITED REFRIGERATION INC	2,005.13			

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
180716	07/31/2025	PRINTED	000002	UNITED RENTALS NORTHWEST	993.77			
180717	07/31/2025	PRINTED	008354	UPS SUPPLY CHAIN SOLUTION	1.47			
180718	07/31/2025	PRINTED	008430	URBAN HABITAT	974,173.02			
180719	07/31/2025	PRINTED	008523	VN ENTERPRISES INC	30,098.04			
180720	07/31/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	7,538.93			
180721	07/31/2025	PRINTED	000562	THE WALKING MAN INC	4,375.00			
180722	07/31/2025	PRINTED	006220	WASTE RESOURCES, INC	529,884.97			
180723	07/31/2025	PRINTED	000591	WAYNE HARMEIER INC	884.01			
180724	07/31/2025	PRINTED	000212	WEST COAST ARBORISTS	261,450.00			
180725	07/31/2025	PRINTED	006522	WESTBERG AND WHITE INC	46,952.50			
180726	07/31/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	254.45			
180727	07/31/2025	PRINTED	004222	RICHARD WOODS JR	50.00			
180728	07/31/2025	PRINTED	008105	Z&K CONSULTANTS, INC	85,556.00			
180729	08/07/2025	PRINTED	008021	ABRAHAM I GONZALEZ	513.83			
180730	08/07/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	1,495.90			
180731	08/07/2025	PRINTED	002177	ARIZONA MACHINERY LLC	2,393.33			
180732	08/07/2025	PRINTED	001001	AT&T PHONE	2,407.33			
180733	08/07/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	654.71			
180734	08/07/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	607.60			
180735	08/07/2025	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
180736	08/07/2025	PRINTED	004297	BROADCAST SUPPORT INC	3,270.00			
180737	08/07/2025	PRINTED	001031	JESUS-ALEX CAINGLET	50.00			
180738	08/07/2025	PRINTED	007436	CALHOUN, JILL	50.00			
180739	08/07/2025	PRINTED	008645	CAMERON A PAXTON	50.00			
180740	08/07/2025	PRINTED	001489	CHOURA VENUE SERVICES	114.20			
180741	08/07/2025	PRINTED	003001	MOISES CISNEROS	204.68			
180742	08/07/2025	PRINTED	000803	CLEAN ENERGY	2,159.66			
180743	08/07/2025	PRINTED	006467	CESAR DAHILIG	50.00			
180744	08/07/2025	PRINTED	000268	DAILY JOURNAL CORP	93.65			
180745	08/07/2025	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
180746	08/07/2025	PRINTED	000534	DIRECTV	23.00			
180747	08/07/2025	PRINTED	008189	ED'S FENCING, INC	10,792.00			
180748	08/07/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	4,629.74			
180749	08/07/2025	PRINTED	007456	EDWINA S. HUNTER	50.00			
180750	08/07/2025	PRINTED	008662	ERIN STEVENSON	1,000.00			
180751	08/07/2025	PRINTED	008322	EVODC LLC	2,674.85			
180752	08/07/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	7,215.12			
180753	08/07/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
180754	08/07/2025	PRINTED	008132	HASA INC	5,574.95			
180755	08/07/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	4,693.68			
180756	08/07/2025	PRINTED	001798	CHINYERE IFEACHO	50.00			
180757	08/07/2025	PRINTED	007778	IRENE T. VIERNES	50.00			
180758	08/07/2025	PRINTED	000152	JERRYS CLEANERS	543.00			
180759	08/07/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
180760	08/07/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
180761	08/07/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	570.29			
180762	08/07/2025	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
180763	08/07/2025	PRINTED	004428	LAWSON PRODUCTS INC	141.22			
180764	08/07/2025	PRINTED	006051	ORANGE COUNTY NAMEPLATE C	2,109.25			
180765	08/07/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	576.07			
180766	08/07/2025	PRINTED	001255	JESSICA RAMOS	50.00			
180767	08/07/2025	PRINTED	004145	CASSANDRA REED	50.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
180768	08/07/2025	PRINTED	010000	CHARLOTTE BYRD	242.00			
180769	08/07/2025	PRINTED	010000	LETICIA LOPEZ	200.00			
180770	08/07/2025	PRINTED	010000	RAQUEL LIRA	500.00			
180771	08/07/2025	PRINTED	010000	SHEIRA SMITH	250.00			
180772	08/07/2025	PRINTED	008461	RINGCENTRAL, INC	2,792.84			
180773	08/07/2025	PRINTED	001715	HARRIETT RUSS	50.00			
180774	08/07/2025	PRINTED	000427	SAM'S CLUB DIRECT	277.84			
180775	08/07/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
180776	08/07/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	11,605.78			
180777	08/07/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	66,181.75			
180778	08/07/2025	PRINTED	006384	CHARTER COMMUNICATIONS	13,181.24			
180779	08/07/2025	PRINTED	000082	STATE OF CA EMPLOYMENT DE	28,528.00			
180780	08/07/2025	PRINTED	006654	SWANK MOTION PICTURES INC	2,080.00			
180781	08/07/2025	PRINTED	007780	TERESITA J. JUNIO	50.00			
180782	08/07/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	60,334.53			
180783	08/07/2025	PRINTED	008316	VARDATA, LLC	47,549.70			
180784	08/07/2025	PRINTED	001407	VASQUEZ & COMPANY LLP	9,000.00			
180785	08/07/2025	PRINTED	006220	WASTE RESOURCES, INC	529,884.97			
180786	08/07/2025	PRINTED	004211	MARIA WILLIAMS	100.00			
180787	08/07/2025	PRINTED	000144	YAMADA CO INC	89.72			
180788	08/14/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	2,286.60			
180789	08/14/2025	PRINTED	001078	AT & T LONG DISTANCE	72.61			
180790	08/14/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	500.52			
180791	08/14/2025	PRINTED	001924	THE BANK OF NEW YORK MELL	1,475.00			
180792	08/14/2025	PRINTED	007051	BASIC BENEFITS LLC	938.67			
180793	08/14/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	5.25			
180794	08/14/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	121.82			
180795	08/14/2025	PRINTED	007566	CADPLANNERS PTY LTD	395.00			
180796	08/14/2025	PRINTED	000053	CALIFORNIA SOC OF MUNICIP	150.00			
180797	08/14/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	83,155.41			
180798	08/14/2025	PRINTED	000140	CARL WARREN AND CO	10,491.00			
180799	08/14/2025	PRINTED	008141	CARTER PICTURE FRAMING &	298.71			
180800	08/14/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	284.09			
180801	08/14/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,965.61			
180802	08/14/2025	PRINTED	006876	DONALD A. SPRAGUE	424.50			
180803	08/14/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	812.27			
180804	08/14/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	1,003.94			
180805	08/14/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	4,121.28			
180806	08/14/2025	PRINTED	000221	FLEET PRIDE	763.51			
180807	08/14/2025	PRINTED	004019	FLEETCREW MAINTENANCE SOL	728.00			
180808	08/14/2025	PRINTED	004437	GALLS LLC	331.50			
180809	08/14/2025	PRINTED	001268	GBROS INC	2,231.14			
180810	08/14/2025	PRINTED	008347	GENERAL DATATECH, LP	82,089.90			
180811	08/14/2025	PRINTED	008052	GET TOOLS CORP	1,047.35			
180812	08/14/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	8,235.82			
180813	08/14/2025	PRINTED	000997	GOVERNMENTJOBS.COM INC NE	3,960.00			
180814	08/14/2025	PRINTED	008136	HARRELL'S, LLC	2,533.72			
180815	08/14/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	3,079.27			
180816	08/14/2025	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
180817	08/14/2025	PRINTED	007592	KHADIJAH BLANCHE-DIOP	1,367.50			
180818	08/14/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
180819	08/14/2025	PRINTED	000663	LANGUAGE NETWORK	1,504.72			

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
180820	08/14/2025	PRINTED	004428	LAWSON PRODUCTS INC	180.12			
180821	08/14/2025	PRINTED	008264	LIFE AND TIMES NETWORK IN	1,764.00			
180822	08/14/2025	PRINTED	004284	LIFE INSURANCE COMPANY OF	37,303.33			
180823	08/14/2025	PRINTED	004435	LINCOLN AQUATICS	4,063.24			
180824	08/14/2025	PRINTED	007836	LOMITA BUILDING MATERIALS	1,207.71			
180825	08/14/2025	PRINTED	006616	LOUNGE PARTY RENTALS LLC	4,773.00			
180826	08/14/2025	PRINTED	007966	MARINA GRAPHIC CENTER, IN	805.55			
180827	08/14/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
180828	08/14/2025	PRINTED	006831	MARSH USA INC.	154,770.00			
180829	08/14/2025	PRINTED	000599	MR HOSE INC	297.23			
180830	08/14/2025	PRINTED	006051	ORANGE COUNTY NAMEPLATE C	4,650.20			
180831	08/14/2025	PRINTED	006280	PARKHOUSE TIRE SERVICES I	2,235.40			
180832	08/14/2025	PRINTED	000528	PARTY PRONTO	2,479.00			
180833	08/14/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	16,000.00			
180834	08/14/2025	PRINTED	010000	CHARLES FRANKLIN	250.00			
180835	08/14/2025	PRINTED	010000	TANYA TYLER	200.00			
180836	08/14/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	6,200.34			
180837	08/14/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	2,805.60			
180838	08/14/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,812.02			
180839	08/14/2025	PRINTED	007851	SAMI'S REFEREES LLC	3,790.00			
180840	08/14/2025	PRINTED	007851	SAMI'S REFEREES LLC	4,920.00			
180841	08/14/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,384.53			
180842	08/14/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	570.10			
180843	08/14/2025	PRINTED	000170	SHERWIN WILLIAMS	3,274.62			
180844	08/14/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	353.56			
180845	08/14/2025	PRINTED	000211	SMART AND FINAL IRIS	1,261.28			
180846	08/14/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	34,715.90			
180847	08/14/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	7,807.68			
180848	08/14/2025	PRINTED	000538	SOUTH BAY CITIES COUNCIL	36,313.05			
180849	08/14/2025	PRINTED	000718	STAPLES ADVANTAGE	3,537.55			
180850	08/14/2025	PRINTED	007090	T-MOBILE USA INC.	5,225.57			
180851	08/14/2025	PRINTED	007483	THE KNOT WORLDWIDE INC.	4,999.04			
180852	08/14/2025	PRINTED	007938	TJC, INC.	2,602.23			
180853	08/14/2025	PRINTED	007640	TORRANCE LOCK & KEY INC.	180.00			
180854	08/14/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	8,871.19			
180855	08/14/2025	PRINTED	000023	UNITED REFRIGERATION INC	382.73			
180856	08/14/2025	PRINTED	008316	VARDATA, LLC	195,436.53			
180857	08/14/2025	PRINTED	008517	VITAL RECORDS CONTROL	240.52			
180858	08/14/2025	PRINTED	005511	CALMAT CO	5,050.13			
180859	08/14/2025	PRINTED	000302	WAXIE SANITARY SUPPLY	1,516.89			
180860	08/14/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	1,643.27			
180861	08/14/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	170.04			
180862	08/14/2025	PRINTED	000144	YAMADA CO INC	620.09			
180863	08/14/2025	PRINTED	006873	ZOOM COMMUNICATION INC	6,097.50			
180864	08/19/2025	PRINTED	007777	Geosyntec Consultants Inc	4,750.00			
180865	08/21/2025	PRINTED	000003	AIRGAS USA LLC	300.92			
180866	08/21/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	55,924.00			
180867	08/21/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	1,004.46			
180868	08/21/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	40,510.30			
180869	08/21/2025	PRINTED	008395	ANDREA VILLASANA	50.00			
180870	08/21/2025	PRINTED	008454	ARACELI ESPARZA	4,550.00			
180871	08/21/2025	PRINTED	002177	ARIZONA MACHINERY LLC	699.32			

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
180872	08/21/2025	PRINTED	000974	AT & T ALARM CIRCUITS	348.18			
180873	08/21/2025	PRINTED	008000	AUNDRAE RUSSELL	1,000.00			
180874	08/21/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	243.10			
180875	08/21/2025	PRINTED	000184	BAVCO	1,211.74			
180876	08/21/2025	PRINTED	007051	BASIC BENEFITS LLC	358.78			
180877	08/21/2025	PRINTED	004641	BILLYE BATES	50.00			
180878	08/21/2025	PRINTED	003242	BLACK KNIGHT PATROL, INC	450.00			
180879	08/21/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	435.91			
180880	08/21/2025	PRINTED	008655	CHARLES JENKINS	7,000.00			
180881	08/21/2025	PRINTED	008333	CLAUDETTE LEMUS	1,500.00			
180882	08/21/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,180.00			
180883	08/21/2025	PRINTED	006230	CODESP	3,200.00			
180884	08/21/2025	PRINTED	007159	CORODATA SHREDDING, INC.	120.95			
180885	08/21/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	855.33			
180886	08/21/2025	PRINTED	000268	DAILY JOURNAL CORP	91.80			
180887	08/21/2025	PRINTED	002194	PAULINE DAVIS	50.00			
180888	08/21/2025	PRINTED	000534	DIRECTV	684.36			
180889	08/21/2025	PRINTED	001155	DISH	299.04			
180890	08/21/2025	PRINTED	006876	DONALD A. SPRAGUE	140.00			
180891	08/21/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	526.06			
180892	08/21/2025	PRINTED	007994	ERIC MONDRAGON	6,000.00			
180893	08/21/2025	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
180894	08/21/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	2,555.56			
180895	08/21/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	13,030.68			
180896	08/21/2025	PRINTED	001093	SHIRLEY GRAVES	50.00			
180897	08/21/2025	PRINTED	008394	HANNAH MITCHELL	50.00			
180898	08/21/2025	PRINTED	008136	HARRELL'S, LLC	917.16			
180899	08/21/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	3,344.46			
180900	08/21/2025	PRINTED	001210	HYGRADE PLANTING MIX	443.00			
180901	08/21/2025	PRINTED	007184	INTERNATIONAL CITY/COUNTY	200.00			
180902	08/21/2025	PRINTED	008682	JOHNTERIS TATE	3,000.00			
180903	08/21/2025	PRINTED	008390	JOSHUA MOORE	50.00			
180904	08/21/2025	PRINTED	008458	JUAN ESTRADA	50.00			
180905	08/21/2025	PRINTED	008392	KAYLA HONMA	50.00			
180906	08/21/2025	PRINTED	008397	KHRISTOPHER REDWAY	50.00			
180907	08/21/2025	PRINTED	008272	LARHONDA BROWN	50.00			
180908	08/21/2025	PRINTED	008404	LEA MACIAS	50.00			
180909	08/21/2025	PRINTED	004767	DELIA LOPEZ	50.00			
180910	08/21/2025	PRINTED	007995	LUIS GOMEZ	5,750.00			
180911	08/21/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	385.87			
180912	08/21/2025	PRINTED	007999	MAURILIO CENDEJAS MORALES	1,547.00			
180913	08/21/2025	PRINTED	000379	MUTUAL PROPANE CO INC	222.63			
180914	08/21/2025	PRINTED	007462	NICHOLAS MILLER	2,500.00			
180915	08/21/2025	PRINTED	010999	EMILY AVILA	198.52			
180916	08/21/2025	PRINTED	006051	ORANGE COUNTY NAMEPLATE C	880.34			
180917	08/21/2025	PRINTED	003832	PARS - PUBLIC AGENCY RETI	3,980.56			
180918	08/21/2025	PRINTED	000528	PARTY PRONTO	1,806.00			
180919	08/21/2025	PRINTED	000460	PETES ROAD SERVICE INC	1,648.49			
180920	08/21/2025	PRINTED	000118	JULIE RUIZ RABER	50.00			
180921	08/21/2025	PRINTED	003829	REGIONAL TAP SERVICE CENT	33.50			
180922	08/21/2025	PRINTED	003304	REQUEST LINE MUSIC	650.00			
180923	08/21/2025	PRINTED	010000	CHARTER COMMUNICATIONS	240.00			

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
180924	08/21/2025	PRINTED	010000	DANNY GAMMAGE	279.78			
180925	08/21/2025	PRINTED	010000	REAL ESTATE MERCHANTS	546.00			
180926	08/21/2025	PRINTED	010000	TANYA SEMANA	250.00			
180927	08/21/2025	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	2,100.00			
180928	08/21/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	34,389.12			
180929	08/21/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,254.35			
180930	08/21/2025	PRINTED	008659	ROMAN COLLINS	4,000.00			
180931	08/21/2025	PRINTED	002515	MYRNA RONQUILLO	50.00			
180932	08/21/2025	PRINTED	007608	SAIDICO DIRECT INC	696.88			
180933	08/21/2025	PRINTED	007851	SAMI'S REFEREES LLC	5,005.00			
180934	08/21/2025	PRINTED	000427	SAM'S CLUB DIRECT	574.15			
180935	08/21/2025	PRINTED	000170	SHERWIN WILLIAMS	150.27			
180936	08/21/2025	PRINTED	000191	SMARDAN SUPPLY	52.13			
180937	08/21/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	4,887.92			
180938	08/21/2025	PRINTED	008398	SOCAL SURFACES, INC.	19,436.99			
180939	08/21/2025	PRINTED	004977	CHARTER COMMUNICATION	1,712.83			
180940	08/21/2025	PRINTED	000718	STAPLES ADVANTAGE	697.26			
180941	08/21/2025	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	105.00			
180942	08/21/2025	PRINTED	005013	SWAYZER CORPORATION	34,279.39			
180943	08/21/2025	PRINTED	008660	TATE TALENT AND EVENTS, I	3,500.00			
180944	08/21/2025	PRINTED	005079	TELECOM LAW FIRM, PC	398.12			
180945	08/21/2025	PRINTED	007931	TOMECKO JACKSON	255.00			
180946	08/21/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	139.66			
180947	08/21/2025	PRINTED	007726	UC ADVANTAGE, INC.	643.75			
180948	08/21/2025	PRINTED	001249	VERIZON WIRELESS	350.10			
180949	08/21/2025	PRINTED	000562	THE WALKING MAN INC	1,750.00			
180950	08/21/2025	PRINTED	000212	WEST COAST ARBORISTS	2,955.00			
180951	08/21/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	1,787.90			
180952	08/21/2025	PRINTED	000144	YAMADA CO INC	127.04			
180953	08/21/2025	PRINTED	008247	YATAE A. LEWIS	4,000.00			
180954	08/21/2025	PRINTED	008624	YELAINE WARREN	25,000.00			
180955	08/21/2025	PRINTED	008512	ZOEY WOOD	50.00			
	344 CHECKS			CASH ACCOUNT TOTAL	15,709,274.92	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
344 CHECKS	FINAL TOTAL	15,709,274.92	.00

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

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1297	07/31/2025	PRINTED	007451	EXP US SERVICES INC	6,775.00			
		1 CHECKS		CASH ACCOUNT TOTAL	6,775.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	6,775.00	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 19.

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 Economic Development Commission convened its monthly meeting on Thursday, August 7, 2025, at City Hall. The meeting agenda included the following:

1. Introduction of New Economic Development Team Members, presented by Christopher Palmer, Economic Development Manager. Three new members of Community Development's Economic Development division, LaToya Butler, Kent Tran, and Zak Gonzalez, III, introduced themselves and described their roles and job duties.
2. Update to City Council, led by Christopher Palmer, Economic Development Manager. He discussed some of the Economic Development department's topics of discussion that will be presented to the City Council at the upcoming council meeting, to include some items that the Economic Development Commission has been working on.
3. Economic Development Commission Motto/Mission Statement, Initiative – led by Economic Development Manager Christopher Palmer. He asked the Economic Development Commission to provide some input on what they would like to include in the commission's mission statement. This item will be discussed at a future meeting.

Environmental Commission

At its August 6, 2025, meeting, the Environmental Commission (EC) heard a presentation from the Torrance Refinery Action Alliance about their initiatives and from the Planning Division on new developments within the city. Due to time constraints, several items were continued including a review of the Commission's Priority List, Fireworks Statistics, and staff updates. The next EC meeting is scheduled for September 3, 2025.

Public Works Commission

The Public Works Commission met on August 11, 2025. The commission approved minutes from the April 14, 2025 meeting. Project status updates were provided to the commission by the Public Works Director, the City Engineer, and the Public Works Superintendent of Operations & Maintenance.

Human Relations Commission

On August 20, 2025, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners welcomed the newly appointed Commissioner, Ms. Audra Thompson, as she reintroduced herself. They were also given a progress update from Brandi Murdock and Luz Padua regarding the Disabilities Committee, along with its enhanced strategic plans. The Commission went over some preliminary planning items for the Rising Stars Conference, its timeline as well as additional giveaways items. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee and were collecting more for August drop-off at the conclusion of their meeting. They will reconvene in September 17, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, July 31, 2025. Nominations and elections were held this meeting and the results are as follows: Chair- Commissioner Lawrence, Vice-Chair- Commissioner Cainglet, Secretary- Commissioner Hilliard. There term will expire next July, 2026.

One of the primary duties of the Parks, Recreation, and Cultural Arts Commissioners is to frequent their assigned parks. By familiarizing themselves with their parks, they build a relationship with the park supervisors and community. This allows the commissioners to report back to the city staff with areas of improvement and suggestions to make the parks more accessible, safe, and aesthetically pleasing. Since the passing of Commissioner Ramos late last year, his park has not been visited and reported on as often as necessary. Commissioners reviewed their assigned parks and made suggestions as to who would cover his park.

The next meeting will be held on Thursday August 28, 2025, at the Carson Event Center.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The July 22 and August 26 meetings are dark for the Public Relations Commission. We have adjourned until September 23, 2025.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, August 21, and successfully had a quorum. In this meeting the commissioners continued to speak about E-bikes and Speed Camaras in the City of Carson. One of the things that was mentioned was there being more bike lanes in the City of Carson. In addition, the commissioners discussed speed camaras, and the idea of having them established in the City of Carson in the future. We also had a member of the public join us for this meeting. She had some questions and concerns regarding Code Enforcement and Parking Enforcement. Kaitlin Sanchez, Public Safety Services Manager, was able to address her questions and concerns.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, August 18. The primary discussion centered on the potential establishment of a Veterans Service Organization (VSO) office within the City, which would serve as a central hub for veterans' resources and support, housing various veterans organizations. Additionally, the Veterans Day Subcommittee provided an update on their planning progress for this year's event. The Commission also reviewed talking points for the Chair to present at the City Council Meeting on September 16. Commissioners continued to offer feedback regarding flag display and etiquette, as well as general maintenance concerns at the parks to which they are assigned.

Women's Issues Commission

The Women's Issues Commission is dark during the month of August, so we will not have an update this month.

Youth Commission

The Youth Commission met on Wednesday, August 13. With Cristina Herrera transitioning into the role of lead staff for the commission, the commissioners were encouraged to brainstorm project ideas that would promote greater engagement in discussions and enhance their roles as commissioners. Additionally, the Youth Commission continues to provide updates and feedback on the parks, programs, and events related to the parks they are assigned to.

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 Update

Senior Citizens Advisory Commission Update

Planning Commission
Report April - August 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

7. 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

8. 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

9. 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.

Planning Commission August 2025

10. Modification of Conditions of Discretionary Permit (MOD) 00001-25

Applicant: Crystal Shea, Network Connex

Owner: Glenn F and Joanne S Barton Trust

Address: 23150 S. Alameda Street

Request: A request to modify the conditions of approval for Conditional Use Permit (CUP) No. 983-15, Design Overlay Review (DOR) 1581-15, and Variance (VAR) No. 558-15.

Action: Approved

Senior Citizens Advisory Commission
Meeting Updates – August 2025

The Senior Citizen Advisory Commission met on Monday, August 11, 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 August 11th agenda, and the minutes from July 14, 2025. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

Presentation was postponed by speaker until a later date to be determined.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing Carson programs and events, including the Cajun & Blues White Linen Affair on Saturday, September 6th, the Mariachi Fiesta on Friday, September 12th, and the Women's Health Conference on Friday, October 17th – all held at the Carson Event Center.

PUBLIC ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

None.

CONCLUSION

Following oral communications by the commission and staff, a vote was cast to adjourn the meeting at 4:41 pm and carried unanimously. The next Senior Advisory Commission meeting is scheduled for Monday, September 8, 2025, at 4:00 pm at the Carson Event Center.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 20.

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
September 2, 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
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	Complete
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: Approved
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.	Approved. Demo/Grading in Plan Check Building
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
49	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle	Provided clearance to move forward for plan check review by Building and Safety

	Name	Description	Status
		assembly for Metro trains at an existing industrial building site	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. Awaiting applicant resubmittal
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 for extended expiration date	Approved by Planning Commission on August 26, 2025
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	Complete
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
60	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Under Review

	Name	Description	Status
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	Approved
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
73	Preapplication Review	2320 Dominguez St. Existing: Proposed: “Dockzilla” Relocate and install new dock high modular building	Under Review

	Name	Description	Status
		(33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	
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 TownePlace by Marriott located on separate lots)	Under Review
75	Target (South Carson)	651 W. Sepulveda Blvd. Existing: Target Proposed: Façade improvement and remodel signage	Under Review
76	Conditional Use Permit	16200 Main St. New collision and auto body repair business.	Under Review
77	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.
78	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.
79	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.
80	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
81	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.

	Name	Description	Status
82	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD informed the City the adopted housing element meets the statutory 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
83	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
84	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
85	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
86	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.
87	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.
88	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

	Name	Description	Status
89	City of Carson	Zone Text Amendment to consider approving 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	June 10, 2025, Planning Commission recommended approval; Ordinances to be presented to the City Council on July 1, 2025. Second Reading approved by City Council
90	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.
91	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
92	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.
93	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
94	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
95	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.
96	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.
97	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

AUGUST 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 are 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. The Council date has been moved to September pending permits from State Water Resources Control Board (SWRCB) and the Metropolitan Transportation Authority (MTA) funding.
- **Status as of August 20, 2025:** Awaiting funding agreement from MTA and public outreach proposal. The award of the construction contract should go to Council at the October 7, 2025, meeting.

- <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.
- **Status as of August 20, 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
  - **Status as of August 20, 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.
    - **Status as of August 20, 2025:** Tait is now working on re-design of road, survey this month. Final plans are due October 6, 2025.

- <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
- **Status as of August 20, 2025:** No update

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - 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
- **Status as of August 20, 2025:** 90% PS&E package being reviewed by staff. Equipment to be ordered ahead of construction utilizing Prop C funds.

- <u>PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED</u>
  - 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.
- **Status as of August 20, 2025:** All permits have been issued by Caltrans. Staff will work with contractors to mobilize in September**.**

- 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
- **Status as of August 20, 2025:** Landscape upgrades to be implemented utilizing landscape maintenance contracts.

- PW1765: LOMITA BLVD
  - 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.
    - **Status as of August 20, 2025:** Awaiting Change Order request from Tait for continuation of design.

- 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
- **Status as of August 20, 2025:** No update

- <u>PW1779: WALNUT AVENUE (AVALON TO BILLINGS)</u>
  - 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
  - **Status as of August 20, 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
  - **Status as of August 20, 2025:** The Memorandum of Understanding (MOU) with CSUDH is scheduled to go to Council at the regular September 2, 2025, City Council Meeting.

- 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
- **Status as of August 20, 2025:** Planning project ongoing – Project Management Plan complete, outreach anticipated to start this Fall.

- <u>PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)</u>
  - 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 anticipate 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.
- **Status as of August 20, 2025:** Staff Report to award federal design contract to AYCE will be presented at the September 2, 2025, City Council meeting.

- <u>PW1757: MAIN STREET – 228TH TO LOMITA</u>
  - 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
  - **Status as of August 20, 2025:** 100% Design Complete. Awaiting funding.

- <u>PW1722: 213th STREET IMPROVEMENT ION PROJECT</u>
  - 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.
  - **Status as of August 20, 2025:** No update

Traffic Signal Improvements

- PW1612: TRAFFIC SIGNAL INSTALLATION – BROADWAY AND GRIFFITH
  - Location: Intersection of Broadway and Griffith Street
  - Description: Installation of new traffic signal
  - Budget: $600,000
  - Status: DESIGN
  - **Status as of August 20, 2025:** Consultant working on 60% design of intersection.

- 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.
- **Status as of August 20, 2025:** No update

- 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
- **Status as of August 20, 2025:** Contract award anticipated to be requested at the September 16, 2025, City Council Meeting.

- 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.
- **Status as of August 20, 2025:** Contract awarded to Belco Electric at City Council 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.
- **Status as of August 20, 2025:** A Notice to Proceed will be issued to the contractor when the Purchase Order is created.

- 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 were received on July 14, 2025
    - **Status as of August 20, 2025:** Staff reviewed and submitted feedback on 100% PS&E.

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.
- **Status as of August 20, 2025: :** All primary tasks completed. The final master plan will be submitted to Council for acceptance.

- <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.
- **Status as of August 20, 2025:** 100% PS&E submitted by the consultant. Work will begin on preparing for permits before putting the project out for construction.

- 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.
  - **Status as of August 20, 2025:** No update

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

- **Status as of August 20, 2025:** No update

- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - 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 an on-call environmental consultant.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- **Status as of August 20, 2025:** Contract amendment for the consultant anticipated to go to City Council on September 2,2025. This will allow the consultant to continue with structural design of underpass and bridge structures.

- 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
    - **Status as of August 20, 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.
- **Status as of August 20, 2025:** The southeast parking lot has been compacted. Ongoing grading work continues, along with irrigation and sewer line installation. On the north side/volleyball area, over-excavation and compaction are complete. The walkway has been backfilled and compacted. Haul-off of over-excavated material has begun.

- <u>PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE</u>
  - 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.
- **Status as of August 20, 2025:** Punch list items are currently being completed.

- 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.

o 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.

o Status as of July 25, 2024
- Bids were opened on July 8, 2024
- Apparent 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.

o 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.

o 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)

o 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.

o 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.
- **Status as of August 20, 2025:** Footings dug for picnic shade structures. Bleacher shade sail footings and anchor bolts in place. Colored concrete poured in at the entry plaza. Ball field three (3) fence modification for scoreboard visibility. Entry plaza concrete poured and finished. Ball field two (2) concrete poured, finished, ready for bleachers. Miracle playground installation underway. Polygon stage structure installation underway.

- PW 1636: MILLS PARK DESIGN
  - 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.

o **Status as of August 20, 2025:**

- The basketball court concrete pour has been completed.
- The walkway around basketball court, wall "A" to the left of circular planter, and walkway between fitness area and playground is formed and rebar installed and will be poured on August 21,2025.
- Circular planter in the middle of the wall A is formed and ready for concrete pour.
- Miscellaneous work such as subgrade compaction test at playground area, installation of rebar for curb south pf playground have been completed and concrete pour for said south curb is scheduled for August 22, 2025.

o

- PROJECT NO. 1795: MILLS PARK BLDG RENOVATION
  - 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.
    - **Status as of August 20, 2025**:
        - After further investigation, the City staff determined that the existing AC unit is a newer one and does not need to be replaced. Additionally, due to the small size of the existing parking lot, it has been decided to not install the two proposed electrical vehicle charging stations.
        - The project plans and specifications are being revised currently to streamline to obtain consistent bids with additional language to avoid unnecessary time extension and change orders.
        - Project is scheduled to be advertised mid-August and awarded by end of September.

** 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.
- **Status as of August 20, 2025:** Final punch list walk happened on August 20, 2025; minor items remain. Close-out is in process.

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)
  - 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
- **Status as of August 20, 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
  - **Status as of August 20, 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.

- **Status as of August 20, 2025:**
  - Concrete pouring for the seating area in front of the stage has been completed and the tile pavers for walkway leading to the stage have been installed.
  - The tile pavers on the sand within the walkways from the atrium to the small courtyard entrance are being installed and are 50% complete.
  - Polygon posts caps over stage are being installed
  - Traffic control plan for closing of the Civic Center drive is under review for stationing the crane to install the fabric shade structure over the seating areas
  - Grading is underway for the North Plaza entrance and transition of the preserve area to the proposed walkways leading to the stage seating area and small courtyard
  - Pergola posts for large courtyard area are being installed
  - Bollard light bases are being installed around the walkway leading to the atrium north side of the stage seating area
  - The walls for the small courtyard area (3 Sides), and the planters have been completed.
  - The water wall submittal has been approved, and the installation is scheduled for the last week of August.

- <u>PROJECT: UNDERGROUND STORAGE TANK PROJECT</u>
  - 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
- **Status as of August 20, 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 on 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.
- **Status as of August 20, 2025**: Redesign plans are complete and approved by building and safety. Staff is reviewing the added costs from the contractor for all the redesigned items.

- PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES
- 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.
- **Status as of August 20, 2025:** The carpet and base in the Council Chambers have been installed. Staff is working with contractors to address punch list items.

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.
- **Status as of August 20, 2025:** Phase 8 of the Annual Paving Project is scheduled to begin in late September.

- <u>PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE</u>
  - 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
  - **Status as of August 20, 2025:** The next project, scheduled to begin in late August, will be completed by the Public Works Concrete Crew.

- <u>ENVIRONMENTAL SERVICES-ONGOING</u>
  - 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.
- **Status as of August 20, 2025:** Daily surveying of districts 1-4 includes identifying of illegally dumped items, bulky items, illegal bins. Prepare/Update/ Close out 311 orders for Sanitation areas. Process construction and demolition forms through interaction with business owners and residents. Process organic recycling forms through interaction with business owners. Update implementation record for Cal Recycle.

- <u>MAINTENANCE: CONCRETE & ASPHALT</u>
  - 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.
    - **Status as of August 20, 2025:** The Public Works Concrete Crew will be starting the largest in-house project to this date, on University Avenue. The project will begin at Pepperdine and extend right before Central. This major effort highlights the capacity of our in-house crew and will significantly improve accessibility and safety along University Avenue. See details below:
        - Sidewalks: 10 feet wide on the Dominguez side of the street
        - Curb:8 inches high
        - Project Lenth: 3,000 linear feet (Approximately three-quarters of a mile)

- <u>MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT</u>
    - 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.
- **Status as of August 20, 2025:** Responding to engineering request for ADA parking installations, and red curb designations to improve accessibility and traffic safety. Initiation of the annual restriping program for major streets throughout the city.

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.
- **Status as of August 20, 2025:** Continue trimming of trees at parks and throughout maintenance zones for safety, visibility, and tree health. Planting Crepe Myrtle, Pink Trumpet, and Strawberry trees to fill vacancies. City-wide tree watering continues to be a primary focus to support and maintain the health of newly planted trees.

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.
  - **Status as of August 20, 2025:** No update

- 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.
  - **Status as of August 20, 2025:** Installation of AC Units at Stevenson Park (North Building) and Dominguez Park (Aquatics Center) have both been completed.

- 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.
  - **Status as of August 20, 2025:** Preparing RFP

- 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
  - **Status as of August 20, 2025:** Currently being fabricated

- 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
  - **Status as of August 20, 2025:** Going to Council on September 2, 2025, for award of contract.

- 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.
  - **Status as of August 20, 2025:** Pending scheduling

- 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
  - **Status as of August 20, 2025:** 3 New Chevy Colorado LT Trucks and 3 New Chevy Blazers have been received.

- 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
  - **Status as of August 20, 2025:** In process of selecting a vendor

- 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.
  - **Status as of August 20, 2025:** In process of selecting a vendor

- 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
- **Status as of August 20, 2025:** In process of selecting a vendor

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

August 2025

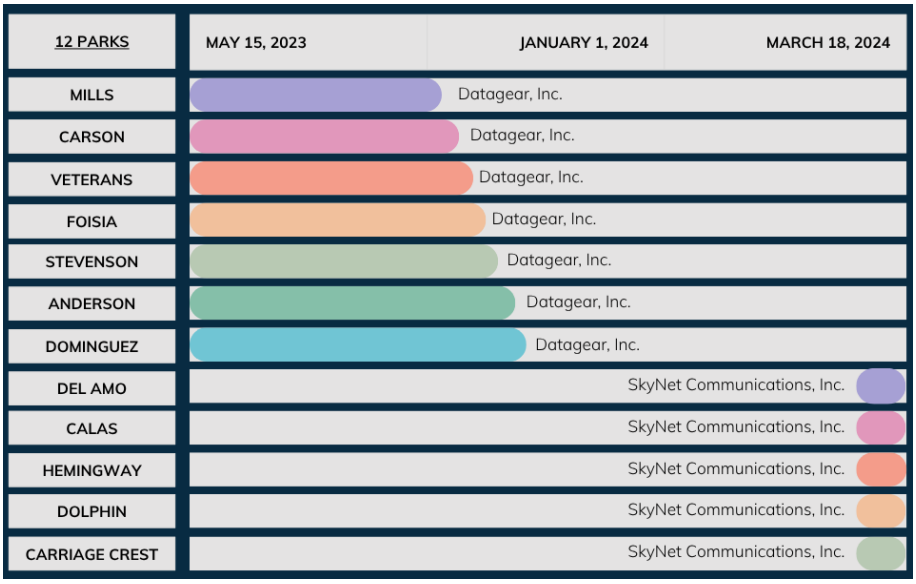
1. WIFI IN PARKS:

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:

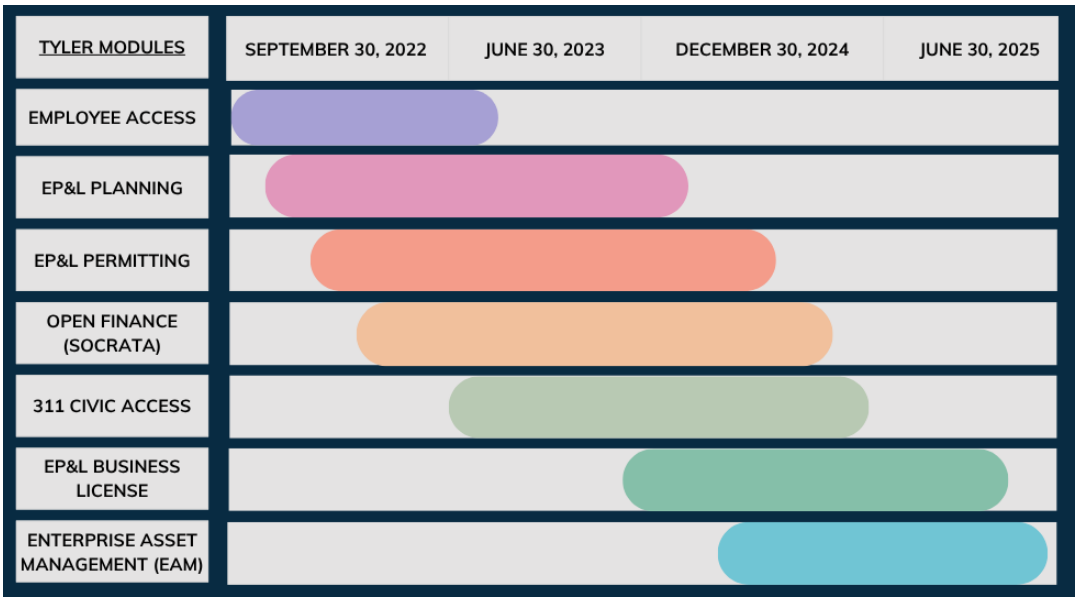
All 12 parks completed (100%)



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%)

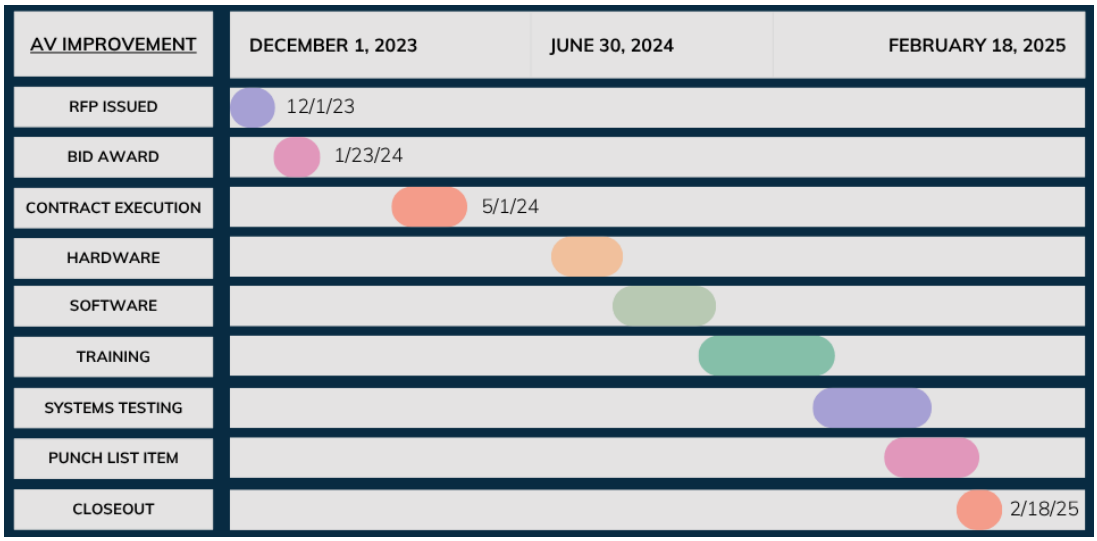


3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

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:

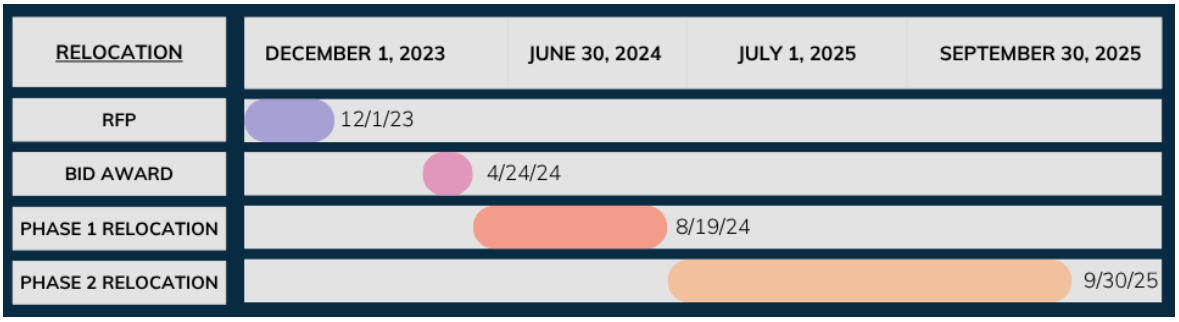


4. NETWORK SERVICES RELOCATION:

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:

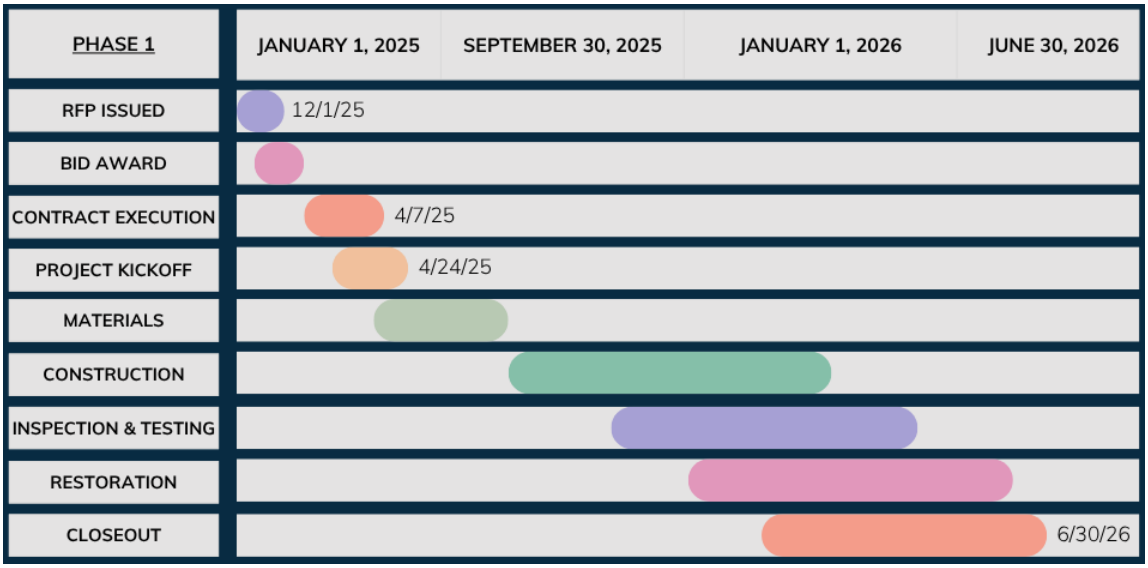


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

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 and are being stored onsite. • Groundbreaking ceremony scheduled.

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 continuously 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	Public Safety staff have been actively participating in City of Carson events by hosting informational tables to educate the community about our various departments, while also assisting with code enforcement and parking control efforts.

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	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. Public Safety is working to complete mobile radio installations for the new Public Works fleet.

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, September 2, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER TAKING A POSITION OF "OPPOSE UNLESS AMENDED" AND SENDING A CORRESPONDING LETTER REGARDING SENATE BILL 364 (STRICKLAND) (CITY COUNCIL)

I. SUMMARY

This item recommends the City Council take a position of "oppose unless amended" and send a corresponding letter regarding Senate Bill 364, consistent with the recommendation and action of the League of California Cities. If enacted, this bill would allow billboard companies to dramatically alter billboard structures and bypass local input and control, creating significant safety and environmental risks. Additionally, the bill could would expose cities to lawsuits if they try to enforce safety, environmental, or cultural protections that the bill exempts from review.

SB 364 would directly interfere with the City's ability to regulate land use and ensure public safety within its jurisdiction. Carson is a densely populated, highly developed community with numerous commercial corridors and major transportation routes where outdoor advertising structures are prevalent. Expanding the definition of "customary maintenance" of billboards to include structural replacements without requiring local permits would severely limit the City's oversight of potentially hazardous construction activity. This could lead to unsafe conditions near homes, schools, and high-traffic areas, while also undermining the City's ability to enforce zoning codes, building standards, and aesthetic regulations that reflect community values. Additionally, this bill could weaken the City's capacity to negotiate with billboard operators to reduce blight or improve signage design as part of broader revitalization efforts.

II. RECOMMENDATION

TAKE a position of OPPOSE UNLESS AMENDED for Senate Bill 364 (Strickland) and DIRECT staff to transmit a corresponding letter.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council and consistent with applicable laws.

IV. BACKGROUND

As noted in the letter included as Exhibit 1 and as stated by the League of California Cities, Senate Bill 364 is concerning because it would expand the definition of "customary maintenance" for billboards in Business and Profession § Code Section 5208.3 to include, “replacing structural members, posts, internal bracing, and using stronger materials, while keeping or reducing the number of posts.” As such, SB 364 would effectively grant billboard owners the exact exemption from basic building and safety standards that was successfully defended against in Viacom v. City of Arcata, 140 Cal.App.4th 230 (2006). The Court of Appeal's decision was predicated on the fundamental legal distinction between repair and reconstruction, that substantial structural work requires permits because it constitutes reconstruction, not repair or maintenance.

V. FISCAL IMPACT

There is no fiscal impact, as this item pertains only to approval of the letter.

VI. EXHIBITS

1. Proposed Letter
2. Bill

Attachments

Proposed Letter
Bill

September 2, 2025

The Honorable Buffy Wicks
Chair, Assembly Committee on Appropriations
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SB 364 (Strickland) Billboard Signs: Permitting.
Notice of OPPOSE UNLESS AMENDED *(As amended 7/15/2025)*

Dear Chair Wicks,

The City of Carson must take a position of "oppose unless amended" for SB 364 (Strickland) because this bill would expand the definition of "customary maintenance" for outdoor advertising structures that would potentially compromise public safety and efforts to protect environmental resources, as well as undermining public oversight of commercial interests.

By expanding the definition of "customary maintenance" in Business and Profession § Code Section 5208.3 to include, "replacing structural members, posts, internal bracing, and using stronger materials, while keeping or reducing the number of posts," SB 364 would effectively grant billboard owners the exact exemption from basic building and safety standards that was successfully defended against in Viacom v. City of Arcata, 140 Cal.App.4th 230 (2006). The Court of Appeal's decision was predicated on the fundamental legal distinction between repair and reconstruction—that substantial structural work requires permits because it constitutes reconstruction, not repair or maintenance. Cal Cities filed an amicus brief in support of City of Arcata when the case was pending before the Court of Appeal in 2006.

From an environmental perspective, the scope of activities allowed under Section 5208.3—including excavation, staging of heavy equipment, and new foundation work necessary for "replacing structural members" and "using stronger materials"—clearly constitutes reconstruction, not repair. These activities exceed what any reasonable interpretation of "repair" or "maintenance" would permit. When protected by Business and Profession § Section 5412's anti-limitation and removal clause, these reconstruction activities could proceed without triggering CEQA review, leading to erosion, habitat degradation, and impacts to sensitive ecosystems, including riparian corridors, coastal zones, and wetlands.

Additionally, SB 364 creates the potential for disturbances to cultural and archaeological resources, particularly those significant to local tribal nations. Business and Professions § Sections 5208.3 and 5412 could sidestep the review and consultation processes mandated by CEQA and other protective frameworks. Any local governmental attempt to require cultural resource surveys or consultation could be challenged as an impermissible "limitation" on maintenance under Section 5412.

As a result, SB 364 now creates the potential for unnecessary litigation for local agencies charged with protecting cultural resources. Local governments will be forced to choose between enforcing their legal obligations to protect sensitive archaeological sites and tribal resources or avoiding costly eminent domain claims.

In the City of Carson, SB 364 would directly interfere with the City's ability to regulate land use and ensure public safety within its jurisdiction. Carson is a densely populated, highly developed community with numerous commercial corridors and major transportation routes where outdoor advertising structures are prevalent. Expanding the definition of "customary maintenance" to include structural replacements without requiring local permits would severely limit the City's oversight of potentially hazardous construction activity. This could lead to unsafe conditions near homes, schools, and high-traffic areas, while also undermining the City's ability to enforce zoning codes, building standards, and aesthetic regulations that reflect community values. Additionally, this bill would weaken the City's capacity to negotiate with billboard operators to reduce blight or improve signage design as part of broader revitalization efforts.

SB 364 is now in direct conflict with California case law, local government's authority and would expose local governments to unnecessary litigation. For these reasons, Cal Cities and the City of Carson respectfully request that the measure revert to its original scope related to Caltrans by removing the provision related to expanding the definition of "customary maintenance".

For these reasons, the City of Carson must regretfully take a position of oppose unless amended for SB 364 (Strickland).

Sincerely,
City of Carson Mayor and City Council

cc. The Honorable Tony Strickland
Senator Laura Richardson, Assemblyman Mike Gipson and Assemblyman Lowenthal
Jeff Kiernan, Regional Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org

AMENDED IN ASSEMBLY JULY 15, 2025

AMENDED IN ASSEMBLY JUNE 30, 2025

AMENDED IN SENATE MARCH 26, 2025

SENATE BILL No. 364

Introduced by Senator Strickland
(Principal coauthor: Assembly Member Ta)
(Coauthors: Senators Archuleta and Richardson)
(Coauthors: Assembly Members Gipson and Wicks)

February 13, 2025

An act to add Sections 5208.3 and 5367 to the Business and Professions Code, relating to outdoor advertising.

LEGISLATIVE COUNSEL'S DIGEST

SB 364, as amended, Strickland. Outdoor advertising displays: customary maintenance: permits: new alignments.

The Outdoor Advertising Act regulates placement of advertising displays adjacent to and within specified distances of highways that are part of the national system of interstate and defense highways and federal-aid highways. The act prohibits a person, as defined, from placing an advertising display within the areas affected by the act without a permit. The act authorizes the Director of Transportation to adopt regulations for the enforcement of the act. Pursuant to that authority, existing regulations only require the Department of Transportation to process an application for placing a new advertising display along a new alignment of an interstate or primary highway if the application is accepted on or after the date that the department accepts the highway project for the new alignment as complete.

This bill would prohibit the department from denying or delaying the ~~approval~~ *acceptance* of a permit application for a new advertising display along a portion of a new alignment of an interstate or primary highway on the basis that the highway project has not been accepted as complete if the ~~portion~~ *section* of highway is open to the use of the public for vehicular ~~travel.~~ *travel within 1,000 feet of the location specified in the permit application.*

The act prohibits limitations on the customary maintenance of a lawfully erected advertising display within the state by any governmental entity without payment of compensation, as specified.

This bill would authorize, as part of customary maintenance, an activity performed for the purpose of maintaining an advertising display with its existing advertising copy area dimensions, including, but not limited to, replacing structural members and using stronger materials, as specified.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 5208.3 is added to the Business and Professions Code, to read:

5208.3. "Customary maintenance" means an activity performed on a display for the purpose of maintaining the display with its existing advertising copy area dimensions, including, but not limited to, replacing structural members, such as posts and internal bracing, and using stronger materials, while keeping or reducing the number of posts.

SEC. 2. Section 5367 is added to the Business and Professions Code, immediately following Section 5366, to read:

5367. The department shall not deny or delay the ~~approval~~ *acceptance* of a permit application for a new advertising display along a portion of a new alignment of an interstate or primary highway on the basis that the highway project has not been accepted by the department as complete if the ~~portion~~ *section* of highway is open to the use of the public for vehicular ~~travel.~~ *travel within 1,000 feet of the location specified in the permit application.*

O

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER TAKING A POSITION OF SUPPORT AND SENDING A CORRESPONDING LETTER REGARDING THE REAUTHORIZATION AND IMPROVEMENT OF CALIFORNIA'S CAP & TRADE PROGRAM (CITY COUNCIL)

I. SUMMARY

This item recommends the City Council take a position of support and send a corresponding letter regarding the reauthorization and improvement of California's Cap & Trade Program, consistent with the League of California Cities.

This letter provides the City Council an opportunity to further express our support for investments in physical and natural infrastructure proven to reduce the greatest amount of greenhouse gas emissions, make California safer and more resilient to the impacts of climate change, while supporting good paying middle class jobs.

II. RECOMMENDATION

TAKE a position of SUPPORT regarding the reauthorization and improvement of California's Cap & Trade Program and DIRECT staff to transmit a corresponding letter.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council and consistent with applicable laws.

IV. BACKGROUND

See the proposed letter of support included as Exhibit 1.

V. FISCAL IMPACT

There is no fiscal impact, as this item pertains only to approval of the letter.

VI. EXHIBITS

1. Proposed Letter

Attachments

Proposed Letter

September 2, 2025

The Honorable Monique Limon
1021 O Street, Room 7610
Sacramento, CA 95814

The Honorable Jacqui Irwin
1021 O Street, Room 6220
Sacramento, CA 95814

RE: Support Cap & Trade Reauthorization By Prioritizing Investments in Climate Safe Infrastructure

Dear Senator Limon and Assemblymember Irwin,

On behalf of the City of Carson, we write to you today to encourage legislators to prioritize climate safe infrastructure improvements as you reauthorize and improve the Cap-and-Trade program.

We support investments in physical and natural infrastructure proven to reduce the greatest amount of greenhouse gas emissions, make California safer and more resilient to the impacts of climate change, while supporting good paying middle class jobs. We also encourage you to keep affordability in mind and ensure that reauthorization does not increase taxes or fees that are ultimately paid by consumers in the form of higher cost of living.

Climate change and extreme weather are here already. The City of Carson agrees with the League of California Cities that we need an improved Cap-and-Trade program that prioritizes effectiveness and accountability while preserving affordability and the needs of frontline communities. Considering the extensive impacts of pollution on local communities, direct funding to support heavily burdened cities is essential for targeted programs and projects. One straightforward tool to address affordability is the California Climate Credit. Ensuring that GGRF funds continue to fund the California Climate Credit at current or increased levels is one easy way to provide immediate ratepayer relief. These types of programs are especially relevant to the City of Carson and surrounding communities as we continue to address the long-term impacts of brownfields in our City and our adjacency to industry, refineries, and the port megaplexes of Los Angeles and Long Beach.

While there are many programs that the current program funds that are deserving of consideration, we believe that continuous investments in the following priorities will deliver the most benefits to California achieving its greenhouse gas reduction goals while also delivering tangible benefits to Californians that improve their day-to-day lives.

Local Infrastructure and Programs

- Prioritize new funding that is direct and local to ensure that local governments can develop tailored and community-specific solutions to reduce pollution in the most burdened areas. This can include projects such as:
    - Decarbonizing aging buildings to lower emissions and decrease energy costs;
    - Improving indoor air quality, especially in schools, senior centers, and multi-family housing;
    - Implementing community-based air monitoring systems for transparency and accountability;
    - Upgrading local electrical infrastructure to support clean energy and strengthen grid resilience;
    - Establishing resiliency hubs that provide safe, powered spaces during extreme weather and public health emergencies; and
    - Planting trees and vegetation systems to combat the urban heat island effect.

Clean Local Transportation Infrastructure

- Prioritize new funding for local governments to safely implement green transportation infrastructure, including:
    - Hydrogen and EV charging infrastructure;
    - Ongoing maintenance and operation of current systems;
    - Local Active Transportation Infrastructure;
    - Local government and transit clean fleet compliance; and
    - Networks of regional VMT mitigation banks to offset local transportation project costs.

State Wildfire Resilience Infrastructure

- Dedicate funding for high wildfire risk counties, including:
    - Firefighting capital infrastructure, fire engine procurement and training for local fire agencies, and mobile equipment management;
    - Statewide wildfire fuel mitigation projects, including landscape-scale reforestation, fuels reduction, pest management, prescribed fire, and forest biomass utilization;
    - Public safety emergency water supply infrastructure;
    - Wood Products and Bioenergy grants and workforce development, including using GGRF funds to cover above-market cost of producing bioenergy; and
    - Expansion of local fire evacuation routes including community fire planning and preparedness and wildfire response and readiness.

Local Land Use Infrastructure to Support High Density and Infill Development

- Invest in local, rural and regional governments to support projects consistent with a sustainable communities strategy, including:

- Funding for local infrastructure around Transit Oriented Development;
- Conversion of underutilized urban office and commercial space into housing; and
- Continued funding for state and regional affordable housing, sustainable communities programs and transformative climate communities efforts and programs like Local and Regional Early Action Planning Grants (LEAP & REAP).

Climate Adaptation for Sea Level Rise Infrastructure

- Annually fund projects related to climate adaptation, including:
  - Levee improvements and catastrophic flooding prevention;
  - Relocate or replace existing transportation, coastal airports, and other critical infrastructure threatened by sea level rise; and
  - Municipal waste and recycling infrastructure and local assistance for organic waste collection and processing including facility sitting and permitting.

The City of Carson stands ready as a partner to support all sustainability efforts and climate safe infrastructure as California prepares for the future. With the dual crisis of affordability and climate change knocking at our door, the City of Carson respectfully asks that you prioritize the above investments as you reauthorize the Cap & Trade Program.

Sincerely,

City of Carson City Council

cc Senator Laura Richardson, Assemblyman Gipson, and Assemblyman Lowenthal
Jeff Kiernan (jkiernan@cacities.org)
League of California Cities, cityletters@cacities.org

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: David Roberts, City Manager

Subject: CONSIDER AN UPDATED STANDARD MANAGEMENT PROCEDURE 2.11 FOR EVENT ATTENDANCE AND REPORTING (CITY COUNCIL)

I. SUMMARY

This item is included on the agenda at the request of Mayor Lula Davis-Holmes and provides the City Council an opportunity to consider and approve proposed updates to Standard Management Procedure (SMP) 2.11.

The proposed revisions to SMP 2.11 include an update to the Travel section, allowing travelers to book business class airfare for flights to and from destinations that are east of the Mississippi River or outside of the continental United States. This option is contingent upon the traveler booking well in advance and exercising due diligence to ensure the business class fare is reasonable. The City Manager will retain sole discretion to deny reimbursement or approval of a business class ticket if adequate due diligence is not demonstrated.

Additional updates include the removal of references to outdated position titles and the inclusion of current titles that better reflect the City's existing organizational structure and processes. The proposed changes to the policy are shown in redline in Exhibit 1 attached to this report, and the clean version of the proposed amended policy is attached as Exhibit 2.

II. RECOMMENDATION

1. APPROVE the proposed updated SMP 2.11.

III. ALTERNATIVES

TAKE another action deemed appropriate and that is consistent with applicable laws.

IV. BACKGROUND

California Government Code §36514.5 states: “City council members may be reimbursed for actual and necessary expenses incurred in the performance of official duties." Gov't Code Section 53232.2 provides, "When reimbursement is otherwise authorized by statute, a local agency may reimburse members of a legislative body for actual and necessary expenses incurred in the performance of official duties . . . If a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then the governing body shall adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses. . . . The policy . . . may also specify the reasonable reimbursement rates for travel, meals, and lodging, and other actual and necessary expenses. If it does not, the local agency shall use the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication."

Various elements of SMP 2.11 are periodically updated to account for factors such as inflation, changes to per diem rates, and to ensure alignment with current and best management practices and procedures. The current update includes revised travel guidelines for long-distance flights and updated position titles to reflect the City's current organizational structure.

Per the updated policy, travelers may fly, and be reimbursed for, business class for flights from southern California to destinations that are east of the Mississippi River or outside of the continental United States, and for return flights from such locations to southern California, provided that the traveler has booked well in advance and conducted every due diligence to ensure the price of the business class ticket is reasonable prior to booking. The City Manager shall have sole discretion to deny a business class ticket purchase if such due diligence did not occur. Government and group rates offered by a provider of transportation for travel shall be used when available.

This proposed change is necessary to ensure that employees traveling long distances on behalf of the City are able to perform their duties effectively and without undue fatigue or impairment upon arrival. Long-distance air travel can involve extended periods of confinement, limited space for movement, and significant time zone changes, all of which can impact a traveler's ability to function efficiently upon arrival. Business class accommodations provide adequate space, comfort, and privacy to allow travelers to either work productively during the flight or rest sufficiently to recover from the physical demands of travel. This helps ensure that travelers arrive at their destination prepared to engage in meetings, represent the City at events, or conduct official business at the highest level of performance.

V. FISCAL IMPACT

There is no immediate fiscal impact associated with this staff report, as it relates solely to the adoption of the updated SMP. If the SMP is adopted, any future fiscal impact will depend on the number of conferences attended and the associated travel costs, which are accounted for in the City's annual budget process.

VI. EXHIBITS

1. Proposed Updated SMP 2.11 (redline)
2. Final Proposed SMP 2.11

Attachments

Proposed Updated SMP 2.11 (redline)

Final Proposed SMP 2.11

CITY OF CARSON		POLICY/PROCEDURE
NUMBER **2.11**		SUBJECT **Event Attendance and Reporting**
ORIGINAL ISSUE **7-23-71**	EFFECTIVE **7-23-71**	
CURRENT ISSUE **9-25-2025~~3~~**	EFFECTIVE **9-25-2025~~3~~**	CATEGORY **General Administration**
SUPERSEDES **2.11, 2.25, 3.26.1 and 6.32**		

Formatted Table

Formatted Table

STANDARD MANAGEMENT PROCEDURE

I. PURPOSE AND SCOPE

To establish a policy and standard management procedure whereby elected officials, city personnel, commission and board members are authorized to attend conferences, conventions, seminars, workshops or meetings that are of benefit to the City.

II. GENERAL

A. Definitions

Conference/Convention: An official gathering of professional or governmental organizations, associations or agencies normally requiring attendance of two or more days.

Conference/Convention Costs: Expenditures incurred for registration fees, meals (if not included as part of the conference/convention), lodging and tips.

Seminar/Workshop: An official training session presented by a professional or governmental organization, association, agency or board, which requires attendance for a full working day or major portion (more than 5 hours) of a working day.

Seminar/Workshop Costs: Expenditures incurred for registration fees and meals (if not included as part of the seminar/workshop).

Meeting: Monthly or quarterly professional association meetings that may include breakfast, lunch, or dinner.

Travel Costs: Expenditures for transportation to and from the site of the scheduled event.

III. EVENT ATTENDANCE AND REPORTING

A. Policy

1. All elected officials and full-time employees attending conferences, conventions, seminars and workshops are subject to this policy. Conference attendance will not be

allowed for employees on long-term disability, worker's compensation or leave without pay.

2. Part-time, temporary, probationary or contract employees cannot attend conferences/conventions unless authorized by the ~~General Manager~~Director and City Manager, as applicable.

3. Spouses or others accompanying the attendee must pay their own costs. Those costs should not be charged to nor included with City-paid costs.

4. The City Manager shall be issued a City credit card to be used solely for approved City business expenses. The City Manager will be required to account monthly for all charges and will be personally liable for unauthorized charges.

5. Event attendance is authorized on the following basis:

   a. All Attendees:

      Attendance must be of benefit to the City.

   b. Elected Officials:

      1. Any conference, convention, seminar or workshop that is deemed by the elected official to be beneficial to their performance as an elected official (e.g., Annual League of California Cities Conference, California Contract Cities Association Conference).

   c. City Manager, Assistant City Manager, Deputy City Manager, ~~c.~~ and ~~General Managers:~~ Directors:

      1. Annual out-of-state professional conferences, as approved by the City Manager.

      2. Annual League of California Cities conference.

      3. California Contract Cities Association conference.

      4. Annual statewide professional conferences.

      5. Annual regional professional conferences.

      6. Professional Association meetings as authorized by the City Manager.

Formatted: No underline, Underline color: Auto, Not Expanded by / Condensed by

Formatted: Left, Indent: Left: 2.47", No bullets or numbering

7. The City Manager, Assistant City Manager, Deputy City Manager, and ~~General Managers~~Directors, or their appointed designee, may attend breakfast, lunch or dinner events sponsored by the Chamber of Commerce, Carson Coordinating Council or other businesses or community groups at City expense and on City time. (See SMP No. 3.47)

d. Managers, Chief Deputy City Clerk and Chief Deputy City Treasurer:

1. One out-of-state professional conference annually, if approved by the ~~General Manager~~Director or City Manager, as applicable.

2. Annual League of California Cities conference, if approved by the ~~General Manager~~Director or City Manager, as applicable.

3. One statewide professional conference annually.

4. One regional professional conference annually.

5. Professional Association meetings as authorized by the ~~General Manager~~ Director or City Manager, as applicable.

6. Members of the Association of Management Employees (AME) may attend one work-related professional event at the employee's election each fiscal year, with ~~General Manager~~Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's ~~General Manager~~Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

e. Administrative Analysts, Personnel Analysts and Council Field Representative:

1. Annual League of California Cities conference, if approved by the ~~General Manager~~Director or City Manager, as applicable.

2. One work-related professional event at the employee's election each fiscal year, with ~~General Manager~~Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's ~~General Manager~~Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

Formatted: Justified, Indent: Left: 2.7", First line: 0", Right: 0.99", Space Before: 0.45 pt

3. One regional professional conference annually.

~~4.~~ Professional Association meetings as authorized by the ~~General Manager~~Director or City Manager, as applicable.

4.

f. Supervisors and Professional Association Members:

Supervisors and Professional Association members may attend one work-related professional event at the employee's election each fiscal year, with ~~General Manager~~ Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's ~~General Manager~~Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event of his/her choosing in any given fiscal year. Supervisors and Professional Association members may also attend business or city-related events in and out of the state as authorized by the ~~General Manager~~Director or City Manager, as applicable.

g. Other Personnel:

1. Personnel, other than those specified above, are authorized to attend local professional events:

   i. Upon the prior approval of the ~~General Manager~~Director or City Manager, as applicable.
   ii. If attendance will be of benefit to the City.
   iii. In accordance with current labor agreements.

2. Out-of-state events must be approved, in advance, by the ~~General Manager~~Director or City Manager, as applicable.

h. Commissions and Boards:

1. One national or statewide professional event annually per commission or board, with the one attendee designated by the commission or board.
2. All requests must be approved by the City Council, in advance, through the agenda process.

5. In order to provide a reasonable degree of flexibility within a work group, this policy can be modified by:

   a. The substitution of a senior manager reporting to the ~~General~~

Formatted: List Paragraph, Right, Indent: Left: 3.02", Right: 1", Space Before: 5.95 pt, Line spacing: Multiple 1.02 li, Tab stops: 3.01", Left + 3.02", Left

~~Manager~~Director for a ~~General Manager~~Director who will not be attending.

~~b.~~6. A ~~General Manager~~Director may substitute one event for another, provided the costs are not in excess of the approved appropriation and if such substitution is in the best interest of the City.

~~c.~~7. City employees selected as an officer of their professional association, and whose attendance at meetings is required, may be authorized to attend by the ~~General Manager~~Director or City Manager, as applicable, after review of request and if sufficient funding is available.

~~d.~~8. If a ~~General Manager~~Director and his/her immediate subordinate propose to attend the same scheduled event, special approval will be required by the City Manager, if both will be absent more than one day. If both are not absent for more than one day, no prior approval is required.

~~6.~~9. The reimbursement of costs will be handled as stated below. The costs authorized for reimbursement by this policy are hereby deemed "necessary" expenses under Government Code Section 53232.2. For a, b, c and d, only actual costs will be reimbursed by the City, subject to the following restrictions:

~~a.~~10. Registration Fees: Whenever possible, registration fees will be paid by the City, directly to the event promoter, prior to the scheduled event. Every possible effort should be made to take advantage of early (reduced fee) registration and to avoid late registration and additional fees. In the event the participant pays registration fees at the door, reimbursement will be provided upon proof of payment.

~~b.~~11. Recreational activities: Those activities that have costs which are in addition to the event registration fees and which may be attended by City employees together with other event participants for or involving purposes of rapport and communication on event-related matters or where the activities are wholly or partially event-related, may be reimbursed by the City. (from SMP No. 3.26.1)

~~c.~~12. Lodging (daily rate and applicable taxes): Total estimated costs can be paid directly to the hotel, in advance, by the City. A one-night hotel stay in advance of the event will only be allowed if one cannot reasonably travel to the event on the day that the event begins. A one-night hotel stay at the end of the event will only be allowed if one cannot reasonably return home by 10:00 P.M. No overnight stay will be allowed for attendance at local events (within a one-hour drive from home). Pursuant to Federal regulations, receipts are required for reimbursement of lodging costs. Every effort should be made to stay at the conference hotel at the conference room block rate or a hotel of similar price to the conference room block rate. Should an employee choose to stay at a different hotel, the costs in excess of the conference hotel rate will be borne by the employee. Personal items such as in-room movies, spa services, excursions, etc. should be paid directly to the hotel/provider by the employee.

Formatted: Left

Formatted: Font: 11.5 pt

Formatted: Left, Indent: Left: 1.75", Hanging: 0.23"

Formatted: Left

~~by the employee.~~

d. Travel: The total cost of air travel including all taxes, parking fees and transfer fees will be paid directly to the City's travel agent or City employee, upon submission of invoice or receipt. Total cost is limited to the cost of a round trip coach class airfare, parking fees and transfer fees (e.g., rideshare (Uber or Lyft, etc.) or taxis). This method of establishing total travel costs shall apply regardless of the mode of travel selected, which will be based on the health and safety of the traveler. Notwithstanding the foregoing, travelers may fly, and be reimbursed for, business class for flights from southern California to destinations that are east of the Mississippi River or outside of the continental United States, and for return flights from such locations to southern California, provided that the traveler has booked well in advance and conducted every due diligence to ensure the price of the business class ticket is reasonable prior to booking. The City Manager shall have sole discretion to deny a business class ticket purchase if such due diligence did not occur. Government and group rates offered by a provider of transportation for travel shall be used when available. Those electing to travel by private automobile or other mode of transportation may claim the total costs delineated above, renting a car, or established I.R.S. mileage allowance. Mileage must be based on the actual odometer reading from City Hall or traveler's home address. Mileage calculations will be verified.

Ground transportation will be reimbursed at the actual cost of the taxi, bus or shuttle service. Requests to use a rental car will be evaluated and authorized on a case by case basis if other means of transportation (taxi, bus, shuttle service) are not available or are impractical.

Travel time for non-exempt employees shall be accomplished outside of the employees' normal work hours when travel occurs on a non- work day. If travel must be accomplished during normal work hours on a non-work day, non-exempt employees will be paid overtime for the travel time. Non-exempt employees who are mandated by the City to attend conferences/conventions, seminars/workshops or other meetings on non-work days will be paid overtime for actual time of such attendance. With advance notice, non-exempt employees may be required to, or with approval may voluntarily, adjust their normal work schedule to attend an event scheduled on non-work days.

e. Daily Per Diem: A daily per diem will be provided for the cost of meals, including tips.

The per diem for meals will be $83.00 per day, including tip. The per diem will be paid directly to the attendee in advance of the scheduled event, if properly approved forms are submitted in a timely manner. Regularly programmed event meals or banquets included in the registration fee will be excluded from the daily per diem and will be verified based on the program agenda.

1. Breakfast: $17.00
2. Lunch: $25.00
3. Dinner: $41.00

These per diem rates may be adjusted every 5 years based on the consumer price index by approval of the City Treasurer and the City Manager.

No per diem shall be issued for local or one-day events. Reimbursement for lunch only shall be on an actual basis plus tips.

Pursuant to Federal regulations, a final "Cash Advance/ Reimbursement Authorization and Expense Record" form must be submitted, with all expenditures detailed. Receipts are not required for per diems. This expense record must be submitted within two calendar weeks of return from the scheduled event.

~~7.~~13. Attendance at professional or governmental events must be of benefit to the City. Each person authorized to attend an event has direct responsibility to attend all sessions at the event and is expected to return with information that can be shared with other staff members and that will be of specific value to the City, work group, department or division.

~~8.~~14. Meetings between City employees where meals are purchased shall not be reimbursed as "business luncheons." Such meetings or discussions should be held in City facilities and are not reimbursable. The only exception to this rule is for meetings authorized and attended by the City Manager, as allowed for in his employment contract. (from SMP 2.25)

IV. PROCEDURE

A. Responsibilities

1. City Manager, Assistant City Manager, Deputy City Manager,
~~1.~~ and ~~General Managers~~Directors:

Formatted: Not Expanded by / Condensed by

Formatted: Font: 11.5 pt, Font color: Custom Color(RGB(61,60,62))

Formatted: Font: 11.5 pt, Font color: Custom Color(RGB(61,60,62))

Formatted: Normal, Left, Indent: Left: 1.6", No bullets or numbering

a. Determine those events that work group staff should attend and estimate the cost of attendance for each event and attendee.

b. Discuss work group's proposed event attendance with City Manager during the budget process.

c. Include costs of those events approved by the City Manager in work group's preliminary budget.

2. City Manager:

a. Approve requests contingent upon the benefits to be derived by the City.

b. Include an appropriation in the work group's budget to provide for costs of attendance at all approved events and submit recommendation to City Council as part of preliminary budget.

c. Upon Council approval of the preliminary budget, include approved appropriation in final work group budget.

3. Attendee:

a. Submit 5 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form and supporting documents to immediate supervisor at least two weeks prior to event registration deadline.

4. Attendee's Immediate Supervisor:

a. Approve "Cash Advance/Reimbursement Authorization and Expense Record" form and route to ~~General Manager~~Director.

5. ~~General Manager~~Director:

a. Review, approve and route "Cash Advance/Reimbursement Authorization and Expense Record" form to the ~~Administrative Services General Manager~~Director, or City Manager, as required.

6. City Manager:

a. The City Manager shall approve:

i. Requests from his/her work group staff.
ii. Requests from ~~General Managers~~Directors.

iii. Other requests requiring his/her approval (part-time, etc)
iv. Unbudgeted requests.

b. Upon approval, the City Manager shall forward the "Cash Advance/Reimbursement Authorization and Expense Record" form to the ~~Administrative Services General Manager~~Finance Department.

7. ~~Administrative Services General Manager~~Finance Department:

a. Review requests for accuracy of amounts and account numbers, compliance with SMP, proper supporting documents and receipts, availability of funds, and appropriate signatures.

b. If everything is in order, approve the form by signature in the appropriate box.

c. Retain a copy of "Cash Advance/Reimbursement Authorization and Expense Record" form.

d. Forward remaining 4 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form to the City Treasurer.

8. City Treasurer:

a. Upon receipt of an approved "Cash Advance/Reimbursement Authorization and Expense Record" form, the City Treasurer or Chief Deputy City Treasurer shall review for accuracy, prepare check and distribute forms as follows:

i. A copy to be retained by the City Treasurer's Office;
ii. A copy to be routed to originating work group;
iii. A copy to the employee;
iv. Original copy to be returned to ~~Administrative Services~~Finance Department upon submittal of revolving fund replenishment request.

b. Release check per City policy.

9. Attendee:

a. Attend scheduled event.

b. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the ~~Administrative Services General Manager~~ Finance Department within two calendar weeks. Attach a copy of the form from the City Treasurer's Office. ~~(see Sa).~~ Receipts are

required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.

c. Impart to subordinates and colleagues all information that might be of value to the City through appropriate staff meetings, short briefing sessions or a written report.

10. Commissions and Boards:

a. Determine appropriate conference to be attended.

b. Designate attendee.

c. Request City Council approval of attendance, in advance, through agenda process.

d. Commissioner or Board Member designated as attendee:

i. Attend scheduled event.
ii. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the ~~Administrative Services General Manager~~ Finance Department within two calendar weeks. Attach a copy of the form from the City Treasurer's Office ~~(see Ba)~~. Receipts are required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.
iii. Impart to colleagues all information that might be of value to the City through appropriate commission or board meetings, briefing sessions or a written report.

V. EXCEPTIONS

There will be no exceptions to these procedures unless authorized by the City Manager.

VI. AUTHORITY

APPROVED ~~as Item #22~~ September 2~~5~~, 2025~~3~~

City Council

Date

VII. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE

I have read and understand the City of Carson's SMP No. 2.11 - Event Attendance and Reporting and hereby agree to adhere to said policy. In addition, I agree to submit a final "Cash Advance/Reimbursement Authorization and Expense Record" form, with all expenditures detailed, and receipts attached as required, within 2 calendar weeks of my return from the scheduled event. Finally, I understand that if I violate this SMP, my reimbursement and/or future travel may be denied.

Employee Signature _____ Employee Name (please print) _____

Date _____

CITY OF CARSON		POLICY/PROCEDURE
NUMBER **2.11**		SUBJECT **Event Attendance and Reporting**
ORIGINAL ISSUE **7-23-71**	EFFECTIVE **7-23-71**	
CURRENT ISSUE **9-2-2025**	EFFECTIVE **9-2-2025**	CATEGORY **General Administration**
SUPERSEDES **2.11, 2.25, 3.26.1 and 6.32**		

STANDARD MANAGEMENT PROCEDURE

I. PURPOSE AND SCOPE

To establish a policy and standard management procedure whereby elected officials, city personnel, commission and board members are authorized to attend conferences, conventions, seminars, workshops or meetings that are of benefit to the City.

II. GENERAL

A. Definitions

Conference/Convention: An official gathering of professional or governmental organizations, associations or agencies normally requiring attendance of two or more days.

Conference/Convention Costs: Expenditures incurred for registration fees, meals (if not included as part of the conference/convention), lodging and tips.

Seminar/Workshop: An official training session presented by a professional or governmental organization, association, agency or board, which requires attendance for a full working day or major portion (more than 5 hours) of a working day.

Seminar/Workshop Costs: Expenditures incurred for registration fees and meals (if not included as part of the seminar/workshop).

Meeting: Monthly or quarterly professional association meetings that may include breakfast, lunch, or dinner.

Travel Costs: Expenditures for transportation to and from the site of the scheduled event.

III. EVENT ATTENDANCE AND REPORTING

A. Policy

1. All elected officials and full-time employees attending conferences, conventions, seminars and workshops are subject to this policy. Conference attendance will not be

allowed for employees on long-term disability, worker's compensation or leave without pay.

2. Part-time, temporary, probationary or contract employees cannot attend conferences/conventions unless authorized by the Director and City Manager, as applicable.

3. Spouses or others accompanying the attendee must pay their own costs. Those costs should not be charged to nor included with City-paid costs.

4. The City Manager shall be issued a City credit card to be used solely for approved City business expenses. The City Manager will be required to account monthly for all charges and will be personally liable for unauthorized charges.

5. Event attendance is authorized on the following basis:

   a. All Attendees:

      Attendance must be of benefit to the City.

   b. Elected Officials:

      1. Any conference, convention, seminar or workshop that is deemed by the elected official to be beneficial to their performance as an elected official (e.g., Annual League of California Cities Conference, California Contract Cities Association Conference).

   c. City Manager, Assistant City Manager, Deputy City Manager, and Directors:

      1. Annual out-of-state professional conferences, as approved by the City Manager.

      2. Annual League of California Cities conference.

      3. California Contract Cities Association conference.

      4. Annual statewide professional conferences.

      5. Annual regional professional conferences.

      6. Professional Association meetings as authorized by the City Manager.

7. The City Manager, Assistant City Manager, Deputy City Manager, and Directors, or their appointed designee, may attend breakfast, lunch or dinner events sponsored by the Chamber of Commerce, Carson Coordinating Council or other businesses or community groups at City expense and on City time. (See SMP No. 3.47)

d. Managers, Chief Deputy City Clerk and Chief Deputy City Treasurer:

1. One out-of-state professional conference annually, if approved by the Director or City Manager, as applicable.

2. Annual League of California Cities conference, if approved by the Director or City Manager, as applicable.

3. One statewide professional conference annually.

4. One regional professional conference annually.

5. Professional Association meetings as authorized by the Director or City Manager, as applicable.

6. Members of the Association of Management Employees (AME) may attend one work-related professional event at the employee's election each fiscal year, with Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

e. Administrative Analysts, Personnel Analysts and Council Field Representative:

1. Annual League of California Cities conference, if approved by the Director or City Manager, as applicable.

2. One work-related professional event at the employee's election each fiscal year, with Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

3. One regional professional conference annually.
4. Professional Association meetings as authorized by the Director or City Manager, as applicable.

f. Supervisors and Professional Association Members:

Supervisors and Professional Association members may attend one work-related professional event at the employee's election each fiscal year, with Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event of his/her choosing in any given fiscal year. Supervisors and Professional Association members may also attend business or city-related events in and out of the state as authorized by the Director or City Manager, as applicable.

g. Other Personnel:

1. Personnel, other than those specified above, are authorized to attend local professional events:

   i. Upon the prior approval of the Director or City Manager, as applicable.
   ii. If attendance will be of benefit to the City.
   iii. In accordance with current labor agreements.

2. Out-of-state events must be approved, in advance, by the Director or City Manager, as applicable.

h. Commissions and Boards:

1. One national or statewide professional event annually per commission or board, with the one attendee designated by the commission or board.
2. All requests must be approved by the City Council, in advance, through the agenda process.

5. In order to provide a reasonable degree of flexibility within a work group, this policy can be modified by:

   a. The substitution of a senior manager reporting to the Director for a Director who will not be attending.

6. A Director may substitute one event for another, provided the costs are not in excess of the approved appropriation and if such substitution is in the best interest of the City.

7. City employees selected as an officer of their professional association, and whose attendance at meetings is required, may be authorized to attend by the Director or City Manager, as applicable, after review of request and if sufficient funding is available.

8. If a Director and his/her immediate subordinate propose to attend the same scheduled event, special approval will be required by the City Manager, if both will be absent more than one day. If both are not absent for more than one day, no prior approval is required.

9. The reimbursement of costs will be handled as stated below. The costs authorized for reimbursement by this policy are hereby deemed "necessary" expenses under Government Code Section 53232.2. For a, b, c and d, only actual costs will be reimbursed by the City, subject to the following restrictions:

10. Registration Fees: Whenever possible, registration fees will be paid by the City, directly to the event promoter, prior to the scheduled event. Every possible effort should be made to take advantage of early (reduced fee) registration and to avoid late registration and additional fees. In the event the participant pays registration fees at the door, reimbursement will be provided upon proof of payment.

11. Recreational activities: Those activities that have costs which are in addition to the event registration fees and which may be attended by City employees together with other event participants for or involving purposes of rapport and communication on event-related matters or where the activities are wholly or partially event-related, may be reimbursed by the City. (from SMP No. 3.26.1)

12. Lodging (daily rate and applicable taxes): Total estimated costs can be paid directly to the hotel, in advance, by the City. A one-night hotel stay in advance of the event will only be allowed if one cannot reasonably travel to the event on the day that the event begins. A one-night hotel stay at the end of the event will only be allowed if one cannot reasonably return home by 10:00 P.M. No overnight stay will be allowed for attendance at local events (within a one-hour drive from home). Pursuant to Federal regulations, receipts are required for reimbursement of lodging costs. Every effort should be made to stay at the conference hotel at the conference room block rate or a hotel of similar price to the conference room block rate. Should an employee choose to stay at a different hotel, the costs in excess of the conference hotel rate will be borne by the employee. Personal items such as in-room movies, spa services, excursions, etc. should be paid directly to the hotel/provider by the employee.

d. Travel: The total cost of air travel including all taxes, parking fees and transfer fees will be paid directly to the City's travel agent or City employee, upon submission of invoice or receipt. Total cost is limited to the cost of a round trip coach class airfare, parking fees and transfer fees (e.g., rideshare (Uber or Lyft, etc.) or taxis). This method of establishing total travel costs shall apply regardless of the mode of travel selected, which will be based on the health and safety of the traveler. Notwithstanding the foregoing, travelers may fly, and be reimbursed for, business class for flights from southern California to destinations that are east of the Mississippi River or outside of the continental United States, and for return flights from such locations to southern California, provided that the traveler has booked well in advance and conducted every due diligence to ensure the price of the business class ticket is reasonable prior to booking. The City Manager shall have sole discretion to deny a business class ticket purchase if such due diligence did not occur. Government and group rates offered by a provider of transportation for travel shall be used when available. Those electing to travel by private automobile or other mode of transportation may claim the total costs delineated above, renting a car, or established I.R.S. mileage allowance. Mileage must be based on the actual odometer reading from City Hall or traveler's home address. Mileage calculations will be verified.

Ground transportation will be reimbursed at the actual cost of the taxi, bus or shuttle service. Requests to use a rental car will be evaluated and authorized on a case by case basis if other means of transportation (taxi, bus, shuttle service) are not available or are impractical.

Travel time for non-exempt employees shall be accomplished outside of the employees' normal work hours when travel occurs on a non- work day. If travel must be accomplished during normal work hours on a non-work day, non-exempt employees will be paid overtime for the travel time. Non-exempt employees who are mandated by the City to attend conferences/conventions, seminars/workshops or other meetings on non-work days will be paid overtime for actual time of such attendance. With advance notice, non-exempt employees may be required to, or with approval may voluntarily, adjust their normal work schedule to attend an event scheduled on non-work days.

e. Daily Per Diem: A daily per diem will be provided for the cost of meals, including tips.

The per diem for meals will be $83.00 per day, including tip. The per diem will be paid directly to the attendee in advance of the scheduled event, if properly approved forms are submitted in a timely manner. Regularly programmed event meals or banquets included in the registration fee will be excluded from the daily per diem and will be verified based on the program agenda.

1. Breakfast: $17.00
2. Lunch: $25.00
3. Dinner: $41.00

These per diem rates may be adjusted every 5 years based on the consumer price index by approval of the City Treasurer and the City Manager.

No per diem shall be issued for local or one-day events. Reimbursement for lunch only shall be on an actual basis plus tips.

Pursuant to Federal regulations, a final "Cash Advance/ Reimbursement Authorization and Expense Record" form must be submitted, with all expenditures detailed. Receipts are not required for per diems. This expense record must be submitted within two calendar weeks of return from the scheduled event.

13. Attendance at professional or governmental events must be of benefit to the City. Each person authorized to attend an event has direct responsibility to attend all sessions at the event and is expected to return with information that can be shared with other staff members and that will be of specific value to the City, work group, department or division.

14. Meetings between City employees where meals are purchased shall not be reimbursed as "business luncheons." Such meetings or discussions should be held in City facilities and are not reimbursable. The only exception to this rule is for meetings authorized and attended by the City Manager, as allowed for in his employment contract. (from SMP 2.25)

IV. PROCEDURE

A. Responsibilities

1. City Manager, Assistant City Manager, Deputy City Manager, and Directors:

a. Determine those events that work group staff should attend and estimate the cost of attendance for each event and attendee.

b. Discuss work group's proposed event attendance with City Manager during the budget process.

c. Include costs of those events approved by the City Manager in work group's preliminary budget.

2. City Manager:

a. Approve requests contingent upon the benefits to be derived by the City.

b. Include an appropriation in the work group's budget to provide for costs of attendance at all approved events and submit recommendation to City Council as part of preliminary budget.

c. Upon Council approval of the preliminary budget, include approved appropriation in final work group budget.

3. Attendee:

a. Submit 5 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form and supporting documents to immediate supervisor at least two weeks prior to event registration deadline.

4. Attendee's Immediate Supervisor:

a. Approve "Cash Advance/Reimbursement Authorization and Expense Record" form and route to Director.

5. Director:

a. Review, approve and route "Cash Advance/Reimbursement Authorization and Expense Record" form to the Director, or City Manager, as required.

6. City Manager:

a. The City Manager shall approve:

i. Requests from his/her work group staff.
ii. Requests from Directors.

iii. Other requests requiring his/her approval (part-time, etc)
iv. Unbudgeted requests.

b. Upon approval, the City Manager shall forward the "Cash Advance/Reimbursement Authorization and Expense Record" form to the Finance Department.

7. Finance Department:

a. Review requests for accuracy of amounts and account numbers, compliance with SMP, proper supporting documents and receipts, availability of funds, and appropriate signatures.

b. If everything is in order, approve the form by signature in the appropriate box.

c. Retain a copy of "Cash Advance/Reimbursement Authorization and Expense Record" form.

d. Forward remaining 4 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form to the City Treasurer.

8. City Treasurer:

a. Upon receipt of an approved "Cash Advance/Reimbursement Authorization and Expense Record" form, the City Treasurer or Chief Deputy City Treasurer shall review for accuracy, prepare check and distribute forms as follows:

i. A copy to be retained by the City Treasurer's Office;
ii. A copy to be routed to originating work group;
iii. A copy to the employee;
iv. Original copy to be returned to Finance Department upon submittal of revolving fund replenishment request.

b. Release check per City policy.

9. Attendee:

a. Attend scheduled event.

b. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the Finance Department within two calendar weeks. Attach a copy of the form from the City Treasurer's Office. Receipts are

required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.

c. Impart to subordinates and colleagues all information that might be of value to the City through appropriate staff meetings, short briefing sessions or a written report.

10. Commissions and Boards:

a. Determine appropriate conference to be attended.

b. Designate attendee.

c. Request City Council approval of attendance, in advance, through agenda process.

d. Commissioner or Board Member designated as attendee:

i. Attend scheduled event.
ii. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the Finance Department within two calendar weeks. Attach a copy of the form from the City Treasurer's Office. Receipts are required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.
iii. Impart to colleagues all information that might be of value to the City through appropriate commission or board meetings, briefing sessions or a written report.

V. EXCEPTIONS

There will be no exceptions to these procedures unless authorized by the City Manager.

VI. AUTHORITY

APPROVED

City Council

September 2, 2025
Date

VII. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE

I have read and understand the City of Carson's SMP No. 2.11 - Event Attendance and Reporting and hereby agree to adhere to said policy. In addition, I agree to submit a final "Cash Advance/Reimbursement Authorization and Expense Record" form, with all expenditures detailed, and receipts attached as required, within 2 calendar weeks of my return from the scheduled event. Finally, I understand that if I violate this SMP, my reimbursement and/or future travel may be denied.

Employee Signature _____ Employee Name (please print) _____

Date _____

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER ADOPTING MULTIPLE RESOLUTIONS REALIGNING SUPERVISION OF DEPARTMENTS WITH PROPOSED NEW AND UPDATED JOB SPECIFICATIONS TO IMPROVE EFFECIENCY AND ACCOUNTABILITY ACROSS OPERATIONAL AND ADMINISTRATIVE INTERNAL SERVICE WORK-GROUPS IN THE CITY (CITY COUNCIL)

I. SUMMARY

The City Manager's Office is proposing a significant restructuring of agency leadership to better align departments and work-groups with their functional programs and services. This is recommended to provide more efficiency and responsiveness to residents and businesses by ensuring accountability at all levels of the organization.

As such, City Council is asked to consider the City Manager's realignment proposal by approving various resolutions to adopt new job classifications as well as update various others already established. Staff believes the adjustments are critical to the City's ability to adequately prepare for upcoming development major events coming to the city, including FIFA 2026 World Cup and the LA28 Olympic and Paralympic Games.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the City Manager's realignment of departmental supervision with proposed new and updated job specifications to improve efficiency and accountability across operational and administrative internal service work-groups in the City; and
2. WAIVE further reading and ADOPT Resolution No. 25-100, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA MANAGER"; and
3. WAIVE further reading and ADOPT Resolution No. 25-101, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA PRODUCER"; and
4. WAIVE further reading and ADOPT Resolution No. 25-102, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR GOVERNMENT AFFAIRS OFFICER"; and

5. WAIVE further reading and ADOPT Resolution No. 25-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE DIRECTOR OF THE CARSON RECLAMATION AUTHORITY"; and
6. WAIVE further reading and ADOPT Resolution No. 25-104, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)"; and
7. WAIVE further reading and ADOPT Resolution No. 25-105, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT"; and
8. WAIVE further reading and ADOPT Resolution No. 25-106, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DEPUTY CITY MANAGER"; and
9. WAIVE further reading and ADOPT Resolution No. 25-107, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 25-040".

III. ALTERNATIVES

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

IV. BACKGROUND

The City Manager's Office (CMO) has been monitoring a significant increase in development activity, long term planning, and general demand for city services and capital projects. Since adoption of the Fiscal Year 2025/26 budget in June, staff has been attempting to satisfy the demand from residents, developers, businesses, and the City's capital outlay. Previously the City Council approved several necessary line positions in Public Works and Community Services to ensure services for right of way repair, facilities maintenance, and event/program operations remained unimpaired by increased activity. Upon conclusion of labor negotiations, the Human Resources Department has worked with all services departments to fill vacancies resulting from council approved positions and natural attrition. The vacancy rate hoovers between 7% and 9%.

The CMO now believes that additional support and expertise is needed to provide supervision of the various departments and work-groups to ensure follow up and quality control of city projects and programs. As such, staff is recommending the following personnel changes in the executive and management levels of the organization:

Multimedia Manager - Previously approved in concept and budget by City Council in June, the Multimedia Manager will be responsible for the planning and delivery of the City's cable TV programming and various film and video projects undertaken each year. The Manager is tasked with preparing a multimedia plan to communicate the City Council's vision to the broader Carson community. Moreover, the position is assigned inter-departmental coordination to help each front-facing department interact with the community by highlighting projects and programs in planning and recently completed. The proposed Resolution No. 25-100 is to adopt the new classification of Multimedia Manager, reporting directly to the CMO.

Multimedia Producer - Also previously approved in concept and budget by the City Council, the Multimedia Producer is tasked with authoring specific film and video programs, procuring locations, talent, coordinating sound and lighting, and ensuring all necessary lighting and permitting is completed to execute production. Under the direction of the Multimedia Manager, the Producer will act as a liaison to city personnel, city council members, and production vendors to create digital media for community consumption. The proposed Resolution No. 25-101 is to adopt the new classification of Multimedia Producer, reporting directly to the Multimedia Manager.

Government Affairs Officer - In August 2024, City Council approved the Phase I recommendations of the Classification and Compensation study. One recommendation and outcome was the reclassification of the Energy and Sustainability Officer. Since then, CMO realized the breadth of work being completed by the Assistant to the City Manager was similar to the previously reclassified Officer; albeit with a different scope. The Assistant to the City Manager has focused increasingly on legislative and community affairs in addition to leading the City's housing team. To ensure equity across positions and better reflect the scope of work being completed, CMO is recommending the reclassification of the Assistant to the City Manager by way of Resolution No. 25-102 to adopt the new classification of Government Affairs Officer, reporting directly to the Deputy City Manager. The proposed salary for the new position would remain unchanged from the Assistant to the City Manager role.

Director of Economic and Community Development - Currently titled as the Director of Community Development, the proposed amendment to the classification would formally incorporate economic development disciplines to prioritize the City's interest in bringing new retail, commercial, and entertainment industry partners to the City of Carson. In 2022 the City Council approved the Economic Development Manager role and in 2023/24 the Economic Development Strategic Plan. A department director well versed in land use, planning, and business attraction/retention is critical to ensuring the City's economic vitality in the years to come. The proposed Resolution No. 25-105 amends and restates the classification of Director of Economic and Community Development, reporting directly to the Assistant City Manager; and with no change in salary from previous adoption.

Deputy City Manager - Originally adopted as a new classification in 2022, the initial scope was intended to oversee some internal service work-groups, but with a heavy emphasis on the City's Innovation, Sustainability, and Performance Management initiatives. The Phase I Classification and Compensation study recommendations suggested a more generalized oversight scope for the position as well as eliminating the "Performance Management" component of the classification. As such, the proposed amendment to the classification provides broader oversight of multiple departments and work-groups from either operations or administrative/internal services. To that point, CMO is recommending the approval of a second Deputy City Manager (DCM) position to better distribute the responsibility of overseeing multiple departments and executives in the City. Both DCMs will be deeply involved in planning and infrastructure development for the FIFA 2026 World Cup and the LA28 Olympic and Paralympic Games. The proposed Resolution No. 25-106 amends and restates the classification of Deputy City Manager, reporting directly to the Assistant City Manager; and with no change in salary from previous adoption.

Executive Director, Carson Reclamation Authority - As the City Council is well aware, the Carson Reclamation Authority (CRA) is a joint powers authority formed by the City of Carson in 2015 to manage and remediate former landfill and environmental sites, particularly the 157-acre landfill site, and facilitate future development of these properties. Its purpose is to oversee the environmental cleanup and site remediation process, relieving the city of direct liability for these expenses and environmental issues while pursuing potential development for community benefit. Since 2015, the CRA has been staffed largely by one of the City's Assistant City Managers, drawing and increasing amount of time and expertise from this staff person. The CMO is recommending the reclassification of one Assistant City Manager by way of Resolution No. 25-103 to adopt the new classification of Executive Director, Carson Reclamation Authority, reporting directly to the CRA Board of Directors only. The proposed salary and benefits for the new position would remain unchanged from the Assistant City Manager role. If approved, this action would reduce the number of Assistant City Managers from two to one.

Executive Assistant, Carson Reclamation Authority - Currently assigned to the Community Development Department and supporting the aforementioned Assistant City Manager, the Executive Assistant has also increasingly been dedicated to staffing the CRA by preparing agendas, organizing reports, and coordinating all administrative tasks related to project management of the 157-acre landfill site. As such, CMO is recommending the reclassification of the Executive Assistant (Community Development) to the Executive Assistant (CRA) to better reflect the assigned work-group and cost center of the position. The proposed Resolution No. 25-104 will adopt the new classification of Executive Assistant (CRA), reporting directly to the Executive Director (CRA). The proposed salary and benefits for the new position would remain unchanged from the existing Executive Assistant role.

In summary, the CMO is recommending an increase from 11 unclassified management executive positions to 13, plus one assigned to the CRA; for a total of 14. Additionally, the adoption of two multimedia positions, and one administrative staff reassignment to CRA. If approved, funding for both CRA positions would be covered by the CRA and not the General Fund. Again, CMO firmly believe these adjustment will position the City to better address constituent needs and prepare for upcoming regional and international events.

V. FISCAL IMPACT

The proposed personnel changes will not result in a net increase cost to the General Fund for Fiscal Year 2025/26. New positions were already budgeted in the adopted budget or sufficient savings from salary savings and non-personnel line items exist to cover the resulting salaries and benefits costs. Notably, the reduction of one Assistant City Manager position and one Executive Assistant position and reallocating both from the General Fund to the Carson Reclamation Authority will result in a neutral fiscal impact.

VI. EXHIBITS

1. Resolution No. 25-100 (Multimedia Manager)
2. Exhibit A to Resolution No. 25-100 (MM Job Specification)
3. Resolution No. 25-101 (Multimedia Producer)
4. Exhibit A to Resolution No. 25-101 (MP Job Specification)
5. Resolution No. 25-102 (Government Affairs Officer)
6. Exhibit A to Resolution No. 25-102 (GAO Job Specification)
7. Resolution No. 25-103 (Executive Director, CRA)
8. Exhibit A to Resolution No. 25-103 (ED/CRA Job Specification)
9. Resolution No. 25-104 (Executive Assistant, CRA)
10. Exhibit A to Resolution No. 25-104 (EA/CRA Job Specification)
11. Resolution No. 25-105 (Director ECD)
12. Exhibit A to Resolution No. 25-105 (Dir ECD Job Spec)
13. Resolution No. 25-106 (Deputy City Manager)
14. Exhibit A to Resolution No. 25-106 (DCM Job Specification)
15. Resolution No. 25-107 (UME Salaries and Benefits)
16. Current and Proposed Organizational Charts

Attachments

1. Reso No. 25-100, Multimedia Manager.pdf
2. Reso No. 25-100 Exh A Multimedia Manager JS.pdf
3. Reso No. 25-101, Multimedia Producer.pdf
4. Reso No. 25-101 Exh A Multimedia Producer JS.pdf
5. Reso No. 25-102, Gov Affairs Officer.pdf
6. Reso No. 25-102 Exh A Government Affairs Officer JS.pdf
7. Reso No. 25-103, Exec Dir of CRA.pdf
8. Reso No. 25-103 Exh A Executive Director- CRA JS.pdf
9. Reso No. 25-104, Exec Asst - CRA.pdf
10. Reso No. 25-104 Exh A Exec Assist – CRA JS.pdf
11. Reso No. 25-105, Dir of Econ & Comm Dev.pdf
12. Reso No. 25-105 Exh A Dir of Econ & Comm Dev JS.pdf
13. Reso No. 25-106, Deputy City Manager.pdf
14. Reso No. 25-106 Exh A Deputy City Manager.pdf
15. Reso No. 25-107 - Unclassified Management Employees 9.2.25.pdf
16. Realign Org Charts - 9.2.25.pdf

RESOLUTION NO. 25-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA MANAGER

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, The Assistant City Manager is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the affected Directors, which becomes effective upon approval by the City Council; and

WHEREAS, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 77-111, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, the City of Carson desires to add a new classification specification of **MULTIMEDIA MANAGER** to provide a current and accurate description of the various duties performed by said position; and

WHEREAS, The Assistant City Manager and/or Human Resources Director has consulted with the affected parties and has met and conferred with the representatives of the affected recognized employee organizations pursuant to its obligations under the MMBA, concerning the new classification specification for the **MULTIMEDIA MANAGER**.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The new classification specification for **MULTIMEDIA MANAGER** (Salary Range 501, $64.96/hr - $82.91/hr), attached hereto as Exhibit A, assigned to the American Federation of State, County and Municipal Employees, Local 1017, is hereby adopted.

SECTION 3. The City will fund one full-time position for the newly adopted classification of **MULTIMEDIA MANAGER**, through funds already allocated for the Division/Department.

SECTION 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of September 2nd of 2025 the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 2nd day of September 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-100, was passed and approved by the City Council of the City of Carson at its meeting held on September 2, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON
Class Specification

Resolution No. 25-100
Bargaining Unit: AFSCME 1017
FLSA: Exempt

MULTIMEDIA MANAGER

Job Summary

Under general direction, the Multimedia Manager plans, directs, and manages the City's multimedia operations, including broadcast television, social media platforms, digital communications, and video production. The position is responsible for developing and implementing multimedia strategies that align with City goals, supervising professional and technical staff, managing program budgets, and ensuring compliance with FCC regulations, accessibility requirements, and City standards. The Multimedia Manager plays a central role in enhancing the City's visibility, transparency, and community engagement through high-quality digital and broadcast communications.

Class Characteristics

The Multimedia Manager is a management-level classification responsible for the overall planning, coordination, and execution of the City's multimedia services. The incumbent provides leadership in developing citywide communication strategies, oversees staff and contractors engaged in video, broadcast, and digital content production, and ensures that the City's messaging is consistent, timely, and professional. This classification is distinguished from the Digital Media Producer in that it exercises full program management responsibility, including budget development, staff supervision, policy guidance, and long-range planning. The Multimedia Manager exercises considerable independence and judgment in shaping the City's public communication presence and serves as the primary advisor to departments and elected officials on multimedia strategy and best practices.

Essential Duties and Responsibilities:

These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments.

1. Develops and implements multimedia and digital communication strategies consistent with City goals and Council priorities.
2. Plans, directs, and supervises the operations of City broadcast television, including live coverage of City Council and commission meetings, special events, and public service programming.
3. Oversees social media content, campaigns, and engagement, ensuring consistent messaging and timely response to public inquiries.
4. Directs the production of video, broadcast, and digital content, ensuring compliance with FCC regulations, closed captioning, accessibility, and City standards.
5. Supervises, trains, and evaluates assigned professional and technical staff; provides leadership in staff development and performance management.
6. Manages the multimedia division budget, program schedules, equipment procurement, and contract administration.

7. Collaborates with City departments, elected officials, and external partners to develop and deliver effective multimedia content that enhances community outreach and engagement.
8. Reviews and interprets analytics to measure the effectiveness of multimedia campaigns; adjusts strategies based on data-driven insights.
9. Provides expert guidance to departments on branding, messaging, and communication methods.
10. Researches and responds to emerging trends, technologies, and community issues in the field of multimedia and broadcasting.
11. Prepares reports, presentations, and recommendations for the City Manager and executive leadership.
12. Performs related duties as required.

Qualification Guidelines:
A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience:
Bachelor's degree in communications, digital media, journalism, public relations, or a related field, and Five (5) years of experience in multimedia management, including two (2) years in a supervisory capacity. Experience in a public agency setting is desirable.

Knowledge of:
- Principles and practices of broadcast television programming, video production, and digital content management.
- FCC regulations and cable operations
- Social media platforms and digital engagement strategies
- Principles of staff supervision, training, and performance evaluation.
- Budget development, procurement, and contract administration.
- Research and analytical methods.
- Public agency communication practices, branding, and community engagement.
- Trends, techniques, and technologies in multimedia and broadcasting.

Skill and/or ability to:
- Provide leadership and direction for a multimedia division.
- Plan, manage, and evaluate broadcast, video, and digital communications programs.
- Supervise, motivate, and evaluate the work of assigned staff and contractors.
- Develop multimedia strategies and campaigns that effectively engage the public.
- Interpret and apply FCC regulations and accessibility requirements.
- Manage program budgets and procurement processes.
- Communicate complex information clearly and effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with elected officials, staff, media partners, and the community.
- Respond to emerging communication needs with creativity, flexibility, and sound judgment.

License:
Possession of a valid California Class C driver's license. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:
Employee accommodations for physical disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Work is performed in both office and studio/field environments.
- Requires extended use of computers, cameras, broadcast equipment, and editing software.
- May be required to lift up to 30 pounds of video or broadcast equipment.
- May require working evenings, weekends, and holidays to support live broadcasts and special events.
- Subject to inside and outside environmental conditions when filming in the field.
- May be required to travel within and outside City boundaries for assignments.
- May be required to work evenings or weekends.

RESOLUTION NO. 25-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA PRODUCER

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, The Assistant City Manager is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the affected Directors, which becomes effective upon approval by the City Council; and

WHEREAS, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 77-111, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, the City of Carson desires to add a new classification specification of **MULTIMEDIA PRODUCER** to provide a current and accurate description of the various duties performed by said position; and

WHEREAS, The Assistant City Manager and/or Human Resources Director has consulted with the affected parties and has met and conferred with the representatives of the affected recognized employee organizations pursuant to its obligations under the MMBA, concerning the new classification specification for the **MULTIMEDIA PRODUCER**.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The new classification specification for **MULTIMEDIA PRODUCER** (Salary Range 418, $50.73/hr - $64.74/hr), attached hereto as Exhibit A, assigned to the American Federation of State, County and Municipal Employees, Local 1017, is hereby adopted.

SECTION 3. The City will fund one full-time position for the newly adopted classification of **MULTIMEDIA PRODUCER**, through funds already allocated for the Division/Department.

SECTION 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of September 2nd of 2025 the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 2nd day of September 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-101, was passed and approved by the City Council of the City of Carson at its meeting held on September 2, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON
Class Specification

Resolution No. 25-101
Bargaining Unit: AFSCME 1017
FLSA: Exempt

MULTIMEDIA PRODUCER

Job Summary:

Under general supervision of the Multimedia Manager, the Digital Media Producer is responsible for creating, editing, and delivering multimedia content across the City's communication platforms, including social media, web, video, and broadcast television. The position supports the production of live and recorded programming for City TV, assists with digital campaigns, and develops creative content that enhances the City's visibility and engagement. The incumbent applies technical expertise in video production, broadcasting, and digital media to ensure professional, accurate, and timely communication of City information to the community.

Class Characteristics

The Digital Media Producer is a journey-level professional classification responsible for the hands-on production, editing, and distribution of video, digital, and broadcast television content that supports City programs, services, and public meetings. Working under general supervision of the Multimedia Manager, incumbents exercise creativity and technical expertise in operating broadcast equipment, producing multimedia content, and maintaining compliance with City standards, FCC regulations, and accessibility requirements. This classification is distinguished from the Multimedia Manager in that it emphasizes technical execution and content development rather than division management.

Essential Duties and Responsibilities:

These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments.

1. Produces, edits, and publishes multimedia content for the City's website, social media platforms, and broadcast TV channel (Carson City TV).
2. Operates cameras, audio, lighting, and broadcasting equipment for live and recorded programming, including City Council and commission meetings, public service announcements, and special events.
3. Assists with directing and producing live broadcasts, ensuring compliance with FCC standards and accessibility requirements.
4. Maintains a programming calendar and coordinates scheduling of content across digital and broadcast platforms.
5. Records, edits, and distributes video and audio content, including graphics, captions, and other production elements.
6. Monitors audience engagement and analytics across broadcast, social media, and digital platforms; prepares reports and insights.
7. Supports City departments with video, graphic, and broadcast needs to ensure consistent communication and branding.
8. Prepares production materials such as scripts, outlines, and presentation content for City TV and online channels.

9. Researches trends in broadcasting and digital media; recommends tools and techniques to enhance content delivery.
10. Coordinates with staff, contractors, and external partners on multimedia and broadcast projects.
11. Ensures all media content complies with City standards, FCC regulations, and accessibility guidelines.
12. Performs related duties as assigned.

Qualification Guidelines:
A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience:
Bachelor's degree in communications, digital media, marketing, or a related field, and two (2) years of experience in multimedia production, digital content creation, or broadcast television production. Experience in a public agency setting is desirable.

Knowledge of:
- Video and audio production, broadcasting, and editing techniques.
- Operation of broadcast TV equipment including cameras, switchers, audio boards, and lighting.
- Principles of digital communications and public engagement.
- FCC regulations, closed captioning, and accessibility standards for broadcast and digital content.
- Graphic design, digital publishing, and multimedia software (Adobe Creative Suite, Final Cut, Premiere, etc.).
- Social media platforms, scheduling tools, and analytics.

Skill and/or ability to:
- Produce professional-quality video, audio, and broadcast content.
- Operate and troubleshoot broadcasting equipment.
- Track and analyze media performance metrics and prepare reports.
- Communicate effectively in oral and written form.
- Collaborate with internal staff and external partners on production projects.
- Manage multiple assignments and meet deadlines under tight production schedules.
- Ensure compliance with FCC and City standards in all broadcast content.

Physical Requirements and Working Conditions:
Employee accommodations for physical disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Work is performed in both office and studio/field environments.
- Requires extended use of computers, cameras, broadcast equipment, and editing software.
- May be required to lift up to 30 pounds of video or broadcast equipment.
- May require working evenings, weekends, and holidays to support live broadcasts and special events.

- Subject to inside and outside environmental conditions when filming in the field.
- May be required to travel within and outside City boundaries for assignments.
- May be required to work evenings or weekends.

RESOLUTION NO. 25-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR GOVERNMENT AFFAIRS OFFICER

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, the Assistant City Manager and/or Human Resources Director, are authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation withthe department directors, which becomes effective upon approval by the City Council; and

WHEREAS, the City Council desires to amend and restate the unrepresented at-will classification of **GOVERNMENT AFFAIRS OFFICER**, to assist the City Manager and Assistant City Manager with overall City administration, including overseeing multiple departments and divisions, and desires to amend the classification specification to update and describe the duties to be performed by said position and assign a salary range in line with other executive-level positions within the City; and

WHEREAS, Assistant City Manager/Human Resources Director have consulted with any affected recognized employee organizations pursuant to its obligations under the City's Personnel Rules and the MMBA, concerning the new classification of **GOVERNMENT AFFAIRS OFFICER**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The unrepresented at-will classification of **GOVERNMENT AFFAIRS OFFICER** is hereby amended. The classification of **GOVERNMENT AFFAIRS OFFICER** shall be considered an exempt classification under the Fair Labor Standards Act (FLSA). The provisions of Carson Municipal Code Article II, Chapter 9 and the City's Personnel Rules shall not apply to the classification of **GOVERNMENT AFFAIRS OFFICER.**

Section 3. The classification of **GOVERNMENT AFFAIRS OFFICER** shall be considered an Unclassified Management Employee. Article I, Section 4 of Resolution No. 25-107, "A Resolution of the City Council of the City of Carson, California Amending and Ratifying Resolution No. 25-040 Establishing the Salary and Benefits for Unclassified Management Employees Effective September 2, 2025" shall be amended to add/update the **GOVERNMENT AFFAIRS**

OFFICER classification to the list of Unclassified Management Employees.

Section 4. The classification specification for **GOVERNMENT AFFAIRS OFFICER**, attached hereto as Exhibit A is hereby adopted.

Section 5. The classification of **"GOVERNMENT AFFAIRS OFFICER"** is assigned to Salary Range 305, $79.13/hr – $100.99/hr.

Section 6. The City will fund one full-time position for the newly adopted classification of **GOVERNMENT AFFAIRS OFFICER**, through the general fund.

Section 7. This resolution shall be effective September 2, 2025.

Section 8. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED and **ADOPTED** this 2nd day of September, 2025.

LULA DAVIS-HOLMES, MAYOR

ATTEST:

Dr. KHALEAH K. BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-102 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 2nd day of September 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By:_____
City Clerk

CITY OF CARSON
Class Specification

Resolution No. 25-102
Bargaining Unit: Unclassified
FLSA: Exempt

Government Affairs Officer

Job Summary:

Under general direction of the City Manager or his/her designee, the Government Affairs Officer is responsible for planning, directing, and coordinating the City's legislative advocacy, intergovernmental relations, and community affairs programs. The position also oversees assigned administrative functions such as Council Support, Public Information, Housing programs, and related special projects. The incumbent provides high-level research, analysis, and policy recommendations to the City Manager, City Council, and executive team."

Class Characteristics:

The Government Affairs Officer is an at-will, executive management classification that serves as a key advisor to the City Manager on legislative, intergovernmental, and community issues. The position is distinguished by its responsibility for monitoring and advancing the City's interests at the local, state, and federal levels; developing and maintaining strategic relationships with legislators, agencies, and community stakeholders; and overseeing assigned City functions such as Council Support, Public Information, and Housing programs.

Essential Duties and Responsibilities

(The City reserves the right to add, modify, change, or rescind related duties and work assignments.)

1. Monitors, analyzes, and evaluates state and federal legislation and intergovernmental issues affecting the City; develops policy positions, strategies, and responses.
2. Serves as primary liaison with legislators, government agencies, community organizations, and the public on legislative and intergovernmental matters.
3. Provides strategic advice, reports, and recommendations to the City Manager, Assistant City Manager, Deputy City Managers and City Council on legislative and policy issues.
4. Oversees assigned City functions to ensure alignment with City priorities.
5. Coordinates special projects and initiatives as directed by the City Manager.
6. Directs and participates in the preparation of reports, resolutions, ordinances, contracts, and presentations.
7. Assists in preparation of City Council agendas and provides staff support to committees, commissions, and ad hoc groups.
8. Oversees staff and consultants responsible for grants, contract compliance, and RFP/RFQ processes.
9. Represents the City at meetings with legislators, partner agencies, regional organizations, and community stakeholders.
10. Participates as a member of the City's executive management team; assists in the development of long-range plans and organizational strategies.
11. Serves on the City's emergency response team.
12. Performs related duties as required.

Qualification Guidelines:

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience:

Bachelor's degree from an accredited four-year college or university in Public Administration, Business Administration, Urban Planning, or a related field. A Master's degree in a related field is highly desirable. Five (5) years of progressively professional level experience analyzing and making recommendations for

the solution of problems of organization, systems and procedures, program, budget or personnel including two (2) years in a lead or supervisory capacity.

Knowledge of:

- Legislative processes at local, state, and federal levels.
- Principles and practices of intergovernmental relations, lobbying, and coalition building.
- Public agency governance, budgeting, contract administration, and strategic planning.
- Municipal operations and services, including housing, public information, and council support.
- Principles of public policy research, analysis, and report preparation.
- Community engagement strategies and public relations practices.
- Effective leadership and supervisory practices in a municipal environment.

Skill and/or Ability to:

- Develop and implement legislative and community relations strategies that advance City priorities.
- Build and maintain effective relationships with legislators, public officials, community leaders, and stakeholders.
- Communicate persuasively and diplomatically in public forums and with diverse audiences.
- Provide executive leadership and oversight of multiple program areas.
- Analyze complex legislative and policy issues and recommend sound strategies.
- Manage multiple projects and priorities under tight deadlines.
- Exercise discretion, political acumen, and sound judgment in sensitive matters.

License and Certificates:

Possession of a valid California Class C driver's license is required. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary but may be required to stand, walk, sit, stoop, kneel, or crouch.
- Are subject to inside and occasional outside environmental conditions.
- Attend evening meetings, work weekends and/or travel within and out of City boundaries on City business.
- Participate on the City's emergency response team.
- Operate a personal computer and other office equipment.
- Use a City and/or personal vehicle in the course of employment.
- Required to use hands for grasping, handling, writing, or computer keyboard.

RESOLUTION NO. 25-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE DIRECTOR OF THE CARSON RECLAMATION AUTHORITY

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, the Assistant City Manager and/or Human Resources Director, are authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation withthe department directors, which becomes effective upon approval by the City Council; and

WHEREAS, the City of Carson desires to add a new classification specification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)**, to assist the Carson Reclamation Authority board with administration, including overseeing multiple projects and developments, and desires to amend the classification specification to update and describe the duties to be performed by said position and assign a salary range in line with other executive-level positions within the City; and

WHEREAS, Assistant City Manager/Human Resources Director have consulted with any affected recognized employee organizations pursuant to its obligations under the City's Personnel Rules and the MMBA, concerning the new classification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The unrepresented at-will classification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)** is hereby amended. The classification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)** shall be considered an exempt classification under the Fair Labor Standards Act (FLSA). The provisions of Carson Municipal Code Article II, Chapter 9 and the City's Personnel Rules shall not apply to the classification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY).**

Section 3. The classification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)** shall be considered an Unclassified Management Employee. Article I, Section 4 of Resolution No. 25-107, "A Resolution of the City Council of the City of Carson, California

Amending and Ratifying Resolution No. 25-040 Establishing the Salary and Benefits for Unclassified Management Employees Effective September 2, 2025" shall be amended to add/update the **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)** classification to the list of Unclassified Management Employees.

Section 4. The classification specification for **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)**, attached hereto as Exhibit A is hereby adopted.

Section 5. The classification of **"EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)"** is assigned to Salary Range 301, $108.21/hr – $138.11/hr.

Section 6. The Carson Reclamation Authority will fund one full-time position for the newly adopted classification of **EXECUTIVE DIRECTOR (CARSON RECLAMATION AUTHORITY)**.

Section 7. This resolution shall be effective September 2, 2025.

Section 8. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED and **ADOPTED** this 2nd day of September, 2025.

_____

LULA DAVIS-HOLMES, MAYOR

ATTEST:

_____

Dr. KHALEAH K. BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

_____

SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-103 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 2nd day of September 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By:_____
City Clerk

CITY OF CARSON
Class Specification

Resolution No. 25-103
Bargaining Unit: Unclassified
FLSA: Exempt

Executive Director – Carson Reclamation Authority (CRA)

Job Summary:

Under policy direction of the Carson Reclamation Authority (CRA) Board, the Executive Director is responsible for planning, organizing, directing, and administering all programs, contracts, budgets, environmental compliance, and redevelopment activities associated with reclamation projects under the Authority's jurisdiction. This position provides expert advice to the CRA Board, oversees highly complex environmental remediation and development initiatives, and represents the CRA with outside agencies, developers, regulators, and the public.

Class Characteristics:

This is a single-incumbent executive management position with full responsibility for the administration and operation of the CRA Board. The incumbent exercises broad latitude in implementing CRA policy, executing CRA Board directives, and negotiating agreements, while being accountable for achieving CRA goals within legal, fiscal, and policy parameters. The incumbent is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council/Board policies.

Essential Duties and Responsibilities

(The City reserves the right to add, modify, change, or rescind related duties and work assignments.)

1. Serves as Executive Director to the CRA Board; develops agendas, reports, resolutions, and policy recommendations.
2. Implements CRA policies, Board directives, and ensures compliance with JPA bylaws, City Charter, and applicable federal, state, and local laws.
3. Oversees landfill closure, remediation, and long-term monitoring of the Cal-Compact landfill site and related properties.
4. Ensures compliance with CEQA/NEPA, DTSC regulations, environmental insurance requirements, and other state/federal mandates.
5. Negotiates and administers development agreements, ground leases, and public-private partnership arrangements.
6. Prepares and administers the CRA's operating and capital budgets; manages grants, loans, and financing instruments.
7. Approves and administers contracts, expenditures, and claims consistent with CRA policy and delegated authority.
8. Represents the CRA before public agencies, developers, regulatory bodies, investors, and the community.
9. Maintains, updates, and ensures procedural compliance for CRA related programs
10. Formulates program goals and long-range plans, and develops workload indicators to measure progress and achievements.
11. Performs related duties as required.

Qualification Guidelines:

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience:

Bachelor's degree from an accredited four-year college or university in Public Administration, Business Administration, Urban Planning, Environmental Science, and/or Engineering. A Master's degree in a related field is highly desirable.

Seven (7) years of progressively responsible experience in public agency management, redevelopment, environmental remediation, or large-scale infrastructure projects, including at least five (5) years in a senior executive or general manager role.

Knowledge of:

- Environmental remediation standards, landfill closure requirements, and DTSC regulatory oversight.
- CEQA/NEPA, land use law, public works contracting, and development agreements.
- Applicable federal, state and local laws, codes, regulations, standards, rules and.
- Executive management and leadership principles.
- Public administration and governmental operations.
- Municipal budget preparation and administration methods and practices and capital improvement programs.
- Program development and administration principles and practices.
- Effective methods of report presentation.
- Goal-setting methods and the design of workload and performance indicators.
- Effective oral and written communication principles and practices.
- City organization, operations, polices, and objectives.
- Contract administration principles and practices.

Skill and/or Ability to:

- Strategic leadership and negotiation
- Develop and implement long-term strategic plans for reclamation and redevelopment.
- Plan, analyze, and evaluate programs and services, operational needs, and fiscal constraints.
- Stakeholder engagement and conflict resolution.
- Communicate complex technical and policy issues clearly to diverse audiences.
- Fiscal and risk management of multimillion-dollar projects.
- Use personal computer and related software.
- Prepare and present clear and comprehensive reports and make effective presentations.
- Build effective relationships with elected officials, regulators, developers, and the public.
- Read, interpret, apply, and explain codes, rules, regulations, policies, and procedures.
- Lead staff and consultants in delivering results aligned with Board policy.

License and Certificates: Possession of a valid California Class C driver's license is required. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary but may be required to stand, walk, sit, stoop, kneel, or crouch.
- Are subject to inside and occasional outside environmental conditions.
- Attend evening meetings, work weekends and/or travel within and out of City boundaries on City business.
- Participate on the City's emergency response team.
- Operate a personal computer and other office equipment.

- Use a City and/or personal vehicle in the course of employment.
- Required to use hands for grasping, handling, writing, or computer keyboard.

RESOLUTION NO. 25-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE ASSISTANT OF THE CARSON RECLAMATION AUTHORITY

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, the Assistant City Manager and/or Human Resources Director, are authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation withthe department directors, which becomes effective upon approval by the City Council; and

WHEREAS, the City of Carson desires to add a new classification specification of **EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)**, to assist the Carson Reclamation Authority board and Executive Director with administrative support and desires to adopt the classification specification to establish and describe the duties to be performed by said position and assign a salary range in line with other executive assistant-level positions within the City; and

WHEREAS, Assistant City Manager/Human Resources Director have consulted with any affected recognized employee organizations pursuant to its obligations under the City's Personnel Rules and the MMBA, concerning the new classification of **EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The new classification specification for **EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)** (Salary Range 418, $50.73/hr - $64.74/hr), attached hereto as Exhibit A, assigned to the American Federation of State, County and Municipal Employees, Local 1017, is hereby adopted.

Section 3. The Carson Reclamation Authority will fund one full-time position for the newly adopted classification of **EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)**.

Section 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

Section 5. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED and **ADOPTED** this 2nd day of September, 2025.

_____

LULA DAVIS-HOLMES, MAYOR

ATTEST:

_____

Dr. KHALEAH K. BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

_____

SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-104 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 2nd day of September 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By:_____
City Clerk

CITY OF CARSON
Executive Assistant

Resolution No. 25-104
Bargaining Unit: AFSCME Local 1017
FLSA: Exempt

`

EXECUTIVE ASSISTANT- Carson Reclamation Authority (CRA)

Job Summary:
Performs highly responsible, complex, and confidential administrative and clerical work in support of the Carson Reclamation Authority (CRA) Board of Directors and the CRA Executive Director; oversees the day-to-day operations of the CRA Executive Office. Supervises clerical/administrative staff as assigned and performs related duties as required.

Essential Duties and Responsibilities
(These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change or rescind related duties and work assignments.)

- Supports the CRA Board of Directors and the CRA Executive Director with administrative and clerical duties.
- Coordinates, assigns, and reviews work of clerical staff, when assigned, to assure timely and efficient completion.
- Screens phone calls, visitors, and correspondence; evaluates and responds to requests and concerns; forwards matters to appropriate staff for attention; follows up to ensure timely response or action.
- Provides information in accordance with established CRA procedures and policies; assists in developing office procedures and policies.
- Performs administrative duties for the CRA Executive Director and/or Board of Directors, including independently drafting and typing correspondence (including confidential material), maintaining confidential files and records.
- Maintains calendars; schedules and arranges appointments, meetings, and special events for the CRA Executive Director and CRA Board of Directors; makes travel and/or hotel arrangements; organizes expense reports as required.
- Conducts research, gathers materials, and compiles information for reports; prepares summaries or reports of such research for the CRA Executive Director or Board of Directors.
- Coordinates logistics for CRA Board meetings, including room arrangements, catering, and technology support.
- Tracks assignments, assists with the preparation and distribution of staff reports or agenda packets for CRA Board meetings.
- Prepares, proofs, and enters non-complex staff reports in the legislative tracking system (e.g., Legistar) and processes requisitions in the Tyler Munis System.
- Processes CRA timesheets, surveys, and related payroll or administrative documents as required.
- Handles follow-up on Public Records Act requests; organizes and prioritizes incoming material.
- Provides staff support to CRA committees and/or commissions, including preparation of agendas and taking meeting minutes.
- Updates and maintains the CRA Administrative Handbook as required.
- Maintains the highest level of confidentiality in all matters.
- Performs related duties as required.

CITY OF CARSON
Executive Assistant

Resolution No. 25-104
Bargaining Unit: AFSCME Local 1017
FLSA: Exempt

Qualification Guidelines

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience:

Bachelor's degree and experience in a municipality preferred or minimum of two (2) years of college including Executive Assistant experience and/or five (5) years of full-time, paid secretarial experience; two (2) years of Executive and/or administrative office experience supporting a top executive and/or executive leader preferred. Experience and/or education may be substituted on a year for year basis.

Knowledge of:

- Applicable laws, codes, regulations, policies and procedures and MOU's.
- Modern office practices, procedures and equipment.
- Record-keeping techniques.
- Personal computer software and hardware.
- Telephone techniques and etiquette; customer service principles.
- City organization, operations, policies and objectives.
- Correct English usage, grammar, spelling, punctuation and vocabulary; proofreading techniques.
- Principles and practices of training and providing supervision.
- Basic budgeting practices and procedures.
- Letter and report writing.
- Financial concepts/functions.

Skill and/or Ability to:

- Strong attention to detail and excellent follow-up skills.
- Professionalism, consistency and self-initiative required.
  Monitor and track vendor contract execution.
- Independently compose letters, memos, or other material.
- Take notes quickly and accurately.
- Multi-task and deal with constant interruptions.
- Analyze situations accurately and adopt an effective course of action.
- Maintain a professional and consistent disposition at all times.
- Transcribe dictation accurately at an acceptable rate of speed.
- Proofread and edit a variety of documents and reports.
- Establish and maintain an accurate filing system.
- Apply and explain applicable laws, codes, rules, regulations, policies and/or procedures.
- Research, compile, and organize material and summarize in report-form.
- Add, subtract, multiply and divide quickly and accurately.
- Operate a variety of office machines and equipment including personal computer and related software.
- Understand and follow oral and written directions.
- Maintain confidentiality; exercise judgment and discretion.
- Supervise, train and provide work direction to office clerical support.
- Effectively communicate both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.

- Establish and maintain a variety of complex and confidential files and records.
- Organize and prioritize work assignments.
- Be apolitical while providing excellent customer service.

License and Certificate:

Possession of a valid California Class C driver's license. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require talking, hearing, and vision (which may be corrected) to read small print.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Perform work which is primarily sedentary and repetitive.
- Is subject to inside environmental conditions.
- May be required to attend periodic evening meetings and/or to travel within and out of city boundaries to attend meetings.

RESOLUTION NO. 25-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, the Assistant City Manager and/or Human Resources Director, are authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation withthe department directors, which becomes effective upon approval by the City Council; and

WHEREAS, the City Council desires to amend and restate the unrepresented at-will classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT**, to incorporate a broader scope of economic and community development tasks including planning, business retention and attraction, and other development incentive programs; and desires to amend the classification specification to update and describe the duties to be performed by said position and assign a salary range in line with other executive-level positions within the City; and

WHEREAS, Assistant City Manager/Human Resources Director have consulted with any affected recognized employee organizations pursuant to its obligations under the City's Personnel Rules and the MMBA, concerning the new classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The unrepresented at-will classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT** is hereby amended. The classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT** shall be considered an exempt classification under the Fair Labor Standards Act (FLSA). The provisions of Carson Municipal Code Article II, Chapter 9 and the City's Personnel Rules shall not apply to the classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT.**

Section 3. The classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT** shall be considered an Unclassified Management Employee. Article I, Section 4 of Resolution No. 25-107, "A Resolution of the City Council of the City of Carson, California

Amending and Ratifying Resolution No. 25-040 Establishing the Salary and Benefits for Unclassified Management Employees Effective September 2, 2025" shall be amended to add/update the **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT** classification to the list of Unclassified Management Employees.

Section 4. The classification specification for **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT**, attached hereto as Exhibit A is hereby adopted.

Section 5. The classification of **"DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT"** is assigned to Salary Range 304, $98.15/hr – $125.26/hr.

Section 6. The City will fund one full-time position for the amended and restated classification of **DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT**, through the general fund.

Section 7. This resolution shall be effective September 2, 2025.

Section 8. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED and **ADOPTED** this 2nd day of September, 2025.

_____

LULA DAVIS-HOLMES, MAYOR

ATTEST:

_____

Dr. KHALEAH K. BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

_____

SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-105 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 2nd day of September 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By:_____
City Clerk

CITY OF CARSON
Class Specification

Resolution No. 25-105
Bargaining Unit: Unclassified
FLSA: Exempt

DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT

Job Summary:

Under general direction of the Assistant City Manager, or designee, plans, implements, and evaluates programs which advance both community development and economic development in the City. Directs managers and staff in the areas of planning, community development block grant (CDBG) programs, successor agency, and business and employment development. Meets with potential investors, developers, and businesses to encourage and facilitate business retention and attraction, while also engaging with residents, neighborhood groups, and community-based organizations to improve livability, housing opportunities, and community services. Serves as liaison with local, State, and Federal agencies across both economic and community development spheres and brings program activities together under a citywide coordinated strategy. This is an unclassified, at-will position.

Class Characteristics:

This is a single-position executive management classification responsible for overseeing the City's comprehensive community and economic development functions, including urban planning, zoning, business retention and attraction, workforce development, and federally funded initiatives. The Director is expected to balance economic vitality—through business investment, property development, financing, and employment growth—with community livability, including housing, neighborhood revitalization, and resident engagement. Serving as a key member of the City's executive management team, the incumbent exercises independent judgment, strategic thinking, and initiative in aligning departmental operations with City Council goals, while also providing high-level policy advice and collaborating extensively with developers, financial institutions, businesses, nonprofit organizations, community groups, and residents to deliver outcomes that support both sustainable economic growth and enhanced quality of life.

Essential Duties and Responsibilities:

(The City reserves the right to add, modify, change or rescind related duties and work assignments.)

1. Plans, directs, and implements operations of the Community Development Department, including planning, zoning, economic development, housing, successor agency, community engagement, CDBG, and related programs.
2. Provides leadership, direction, and guidance in policies, procedures, strategies, work standards, and strategic goals for both economic and community development programs; ensures compliance with mandated programs and grant requirements.
3. Participates as a member of the City's executive management team; attends City Council, Successor Agency, and Housing Authority meetings; makes presentations, provides information, and policy recommendations.
4. Supervises employees, including prioritizing and assigning work, conducting performance evaluations, and making decisions on hiring, termination, and disciplinary recommendations.
5. Serves as the senior management liaison to developers, investors, and business leaders, as well as to neighborhood associations, community-based organizations, nonprofits, and residents.
6. Directs the preparation and review of applications, proposals, agreements, plans, staff reports, grant submissions, and other related documentation.

7. Directs the preparation of the Department's budget; monitors revenues, expenditures, and grant compliance.
8. Facilitates and participates in meetings and committees; represents the department and the City at business, planning, and community development conferences.
9. Represents the City in preliminary and final contract negotiations with developers, realtors, and financial institutions for proposed projects, while ensuring alignment with community housing, planning, and service priorities.
10. Oversees housing initiatives, neighborhood revitalization efforts, affordable housing development, and CDBG-funded community programs.
11. Performs related duties and responsibilities as required.

Qualification Guidelines:

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience: Bachelor's degree from an accredited four-year college or university in Public Administration, Business Administration, Economics, Urban Planning or related field and seven (7) years of administrative experience in economic or industrial development. A Master's degree in a related field is preferred.

Knowledge of:

- Principles and practices of both community and economic development, including planning, zoning, housing, financing, site selection, business outreach and recruitment, small business support, and workforce development.
- Principles and practices of housing development, neighborhood revitalization, and community engagement, including fair housing, affordable housing financing, and grant program administration.
- Principles and practices of economic development, including property acquisition, site development, business attraction and retention, and redevelopment agency functions.
- Federal and State community development programs (e.g., CDBG, HOME, affordable housing law, CEQA/NEPA).
- Principles of public administration, strategic planning, and interdepartmental coordination.
- Governmental accounting, budgeting, and finance principles and practices.
- Principles of staff supervision, development, and performance management.

Skill and/or Ability:

- Develop and implement a comprehensive community and economic development strategy that balances business growth with neighborhood revitalization, affordable housing, and resident services.
- Build and maintain collaborative relationships with developers, business leaders, neighborhood groups, nonprofit partners, and government agencies.
- Negotiate and manage complex development agreements while ensuring community benefits and equity are addressed.
- Interpret and apply laws, codes, and regulations related to planning, housing, redevelopment, and economic development.
- Prepare and deliver clear, concise reports and presentations to elected officials, boards, and the public.
- Represent the City effectively in regional and state forums on housing, planning, and economic development issues.
- Lead staff in achieving departmental goals across diverse program areas.

License and Certificates:
Possession of a valid California Class C Driver's License is required. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Demands and Work Environment:
Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary.
- Is subject to inside environmental conditions.
- Will attend periodic evening meetings, work weekends and/or travel to attend meetings.
- Will participate on the City's emergency response team.
- Use a City and/or personal vehicle in the course of employment.

RESOLUTION NO. 25-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DEPUTY CITY MANAGER

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, the Assistant City Manager and/or Human Resources Director, are authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation withthe department directors, which becomes effective upon approval by the City Council; and

WHEREAS, the City Council desires to amend and restate the unrepresented at-will classification of **DEPUTY CITY MANAGER**, to assist the City Manager and Assistant City Manager with overall City administration, including overseeing multiple departments and divisions, and desires to amend the classification specification to update and describe the duties to be performed by said position and assign a salary range in line with other executive-level positions within the City; and

WHEREAS, Assistant City Manager/Human Resources Director have consulted with any affected recognized employee organizations pursuant to its obligations under the City's Personnel Rules and the MMBA, concerning the new classification of **DEPUTY CITY MANAGER**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The unrepresented at-will classification of **DEPUTY CITY MANAGER** is hereby amended. The classification of **DEPUTY CITY MANAGER** shall be considered an exempt classification under the Fair Labor Standards Act (FLSA). The provisions of Carson Municipal Code Article II, Chapter 9 and the City's Personnel Rules shall not apply to the classification of **DEPUTY CITY MANAGER.**

Section 3. The classification of **DEPUTY CITY MANAGER** shall be considered an Unclassified Management Employee. Article I, Section 4 of Resolution No. 25-107, "A Resolution of the City Council of the City of Carson, California Amending and Ratifying Resolution No. 25-040 Establishing the Salary and Benefits for Unclassified Management Employees Effective September 2, 2025" shall be amended to add/update the **DEPUTY CITY MANAGER** classification to the list of Unclassified Management Employees.

Section 4. The classification specification for **DEPUTY CITY MANAGER**, attached hereto as Exhibit A is hereby adopted.

Section 5. The classification of **"DEPUTY CITY MANAGER"** is assigned to Salary Range 306, $103.05/hr – $131.52/hr.

Section 6. The City will fund two full-time positions for the amended and restated classification of **DEPUTY CITY MANAGER**, through the general fund.

Section 7. This resolution shall be effective September 2, 2025.

Section 8. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED and **ADOPTED** this 2nd day of September, 2025.

_____

LULA DAVIS-HOLMES, MAYOR

ATTEST:

_____

Dr. KHALEAH K. BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

_____

SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-106 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 2nd day of September 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By:_____
City Clerk

CITY OF CARSON
Class Specification

Resolution No. 25-106
Bargaining Unit: Unclassified
FLSA: Exempt

Deputy City Manager

Job Summary:
Under general direction of the City Manager or his/her designee, provides high-level executive management and policy support and coordinates strategic initiatives across City departments. The Deputy City Manager represents the City Manager as assigned and ensures the effective delivery of City programs and services in accordance with City Council policy and the Municipal Code.

Class Characteristics:
This at-will executive classification serves as a key member of the City's Executive Management Team. The Deputy City Manager provides organizational leadership and coordinates interdepartmental initiatives. This classification differs from the Assistant City Manager classification as the latter may serve in an acting capacity for the City Manager.

Essential Duties and Responsibilities
(The City reserves the right to add, modify, change, or rescind related duties and work assignments.)

1. Advises the City Manager and City Council on policy, organizational, and community issues.
2. Oversees assigned departments, divisions, or citywide initiatives, ensuring alignment with Council priorities.
3. Facilitates cross-departmental collaboration to enhance efficiency and service delivery.
4. Provides strategic guidance and analysis on fiscal, policy, and operational matters.
5. Represents the City Manager in meetings with elected officials, community stakeholders, businesses, and partner agencies.
6. Prepares and presents complex reports, policy recommendations, and presentations to Council and committees.
7. Leads organizational initiatives in areas such as performance management, fiscal sustainability, community engagement, and equity.
8. Assists the City Manager in developing and administering the City's operating and capital budgets.
9. Participates in labor relations, negotiations, and personnel matters as assigned.
10. Supports the City's emergency management and disaster response functions.
11. Confers with or addresses the business community, citizens, and others to discuss City needs and challenges.
12. Provides information and assistance to civic organizations dealing with specific problems affecting the City.
13. Performs related duties as required.

Qualification Guidelines:
A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and/or Experience:
Bachelor's degree or higher from an accredited college or university with major course work in public administration, business administration, economics, or related field. A master's degree is preferred. A minimum of eight (8) years of increasingly responsible management experience in local public governance, with at least four (4) years in a department director's role.

Knowledge of:

- Principles and practices of municipal governance, public administration, and intergovernmental relations.
- Performance measurement theory and practices
- Community engagement and public relations techniques.
- Fiscal and budgetary management in complex organizations.
- Principles and practices of administration, supervision, and training.
- Applicable laws, codes, regulations, policies, and procedures.
- Principles of effective leadership, supervision, and personnel management.

Skill and/or Ability to:

- Provide executive leadership and direction across diverse service areas.
- Build and maintain cooperative relationships with elected officials, staff, and community stakeholders.
- Communicate complex policy, fiscal, and organizational issues effectively to diverse audiences.
- Exercise political acumen and discretion in managing sensitive issues.
- Establish and maintain cooperative and effective working relationships with others.
- Present ideas and concepts persuasively individually and before groups.
- Review and approve official documents according to established guidelines and limits
- Drive organizational performance through innovation and accountability.

License and Certificates:

Possession of a valid California Class C driver's license is required. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary but may be required to stand, walk, sit, stoop, kneel, or crouch.
- Are subject to inside and occasional outside environmental conditions.
- Attend evening meetings, work weekends and/or travel within and out of City boundaries on City business.
- Participate on the City's emergency response team.
- Operate a personal computer and other office equipment.
- Use a City and/or personal vehicle in the course of employment.
- Required to use hands for grasping, handling, writing, or computer keyboard.

RESOLUTION NO. 25-107

A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF CARSON, CALIFORNIA,

ESTABLISHING THE SALARY AND BENEFITS

FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

EFFECTIVE September 2, 2024, AND RESCINDING RESOLUTION NO. 25-107

ADOPTED September 2, 2025

RESOLUTION NO. 25-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 25-040

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees.

WHEREAS, Section 2304 of the Carson Municipal Code similarly requires that the City Council fix the salaries and compensation of all officers and employees of the City by resolution.

WHEREAS, the California Public Employees Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 570.5, limits payrates to the amount listed on a pay schedule that meets certain requirements for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for unrepresented and unclassified management employees (hereinafter, "Unclassified Management Employees") as distinguished from mid-management, classified, part-time and/or other City employees.

WHEREAS, the City Council adopted: (i) Resolution No. 14-091 on November 18, 2014, establishing the salary and benefits for Unclassified Management Employees; (ii) Resolution No. 15-124 on November 17, 2015, fixing the employer's contribution under the Public Employees' Medical & Hospital Care Act (PEMHCA), effective January 1, 2016; (iii) Resolution No. 15-125 on November 17, 2015, establishing the City of Carson's vesting contribution under section 22893.1 of PEMHCA, effective January 1, 2016; (iv) Resolution No. 16-095 on August 2, 2016, establishing the salary and benefits for Unclassified Management Employees; (v) Resolution No. 18-170 on December 4, 2018, establishing the salary and benefits for Unclassified Management Employees; and (vi) Resolution No. 19-015 on January 8, 2019, establishing the salary and benefits for Unclassified Management Employees.

WHEREAS, on November 1, 2022, the City Council adopted Resolution No. 22-149, amending the salaries and benefits for Unclassified Management Employees. The resolution established the updated salary and benefit terms, inclusive of the adjustments increasing compensation as well as the pre-existing terms that were not adjusted. However, after adoption of the resolution, staff determined that certain non-substantive modifications to the language of the resolution were needed.

WHEREAS, on November 15, 2022, the City Council adopted Resolution No. 22-235, amending and restating the salary and benefits for Unclassified Management Employees. Resolution No. 22-235 made the necessary non-substantive modifications and included the adjusted salary tables as Appendices A-D attached thereto. Resolution No. 22-235 also stated that it rescinded all prior resolutions regarding the salary and benefits of Unclassified Management Employees, including but not limited to Resolution No.'s 14-091, 16-095, and 18-170, and that to the extent Resolution No. 22-235 provided benefits in excess of or different from the benefits provided in Resolution No.'s 15-124 and 15-125, the provisions of

Resolution No. 22-235 shall control. Resolution No. 22-235 was made effective as of November 1, 2022, the date of the Council's adoption of the underlying substantive changes via Resolution No. 22-149.

WHEREAS, on February 7, 2023, the City Council adopted Resolution No. 23-037. The intent of the City Council in adopting Resolution No. 23-037, and of City staff in preparing the resolution for adoption, was simply to amend subsection 1.1 of Section 1 (Salary Range Adjustments of Unclassified Management Employees) of Article II (Compensation) of Section 3 of Resolution No. 22-235 to add the following language: "Upon hiring or promotion, Unclassified Management Employees may be assigned to any range step within the established salary range for the first 12 months of employment. Section 6, Salary Advancement shall apply to new hires and promotions." However, due to discrepancies in Resolution No. 23-037 and in the City's adoption thereof, such as not attaching the salary table appendices, the action actually taken did not clearly reflect the aforementioned intent. Additionally, Resolution No. 23-037 provided, in Section 2, that it rescinded and superseded Resolution No. 22-235.

WHEREAS, on September 19, 2023, the City Council adopted Resolution No. 23-152 to clearly and comprehensively re-establish and restate the salary and benefits for the Unclassified Management Employees, including subsection 1.1 and the current salary tables, to clarify and correct the foregoing discrepancies, effective November 1, 2022.

WHEREAS, the City Council now desires to clearly and comprehensively re-establish and restate the salary and benefits for the Unclassified Management Employees, including the current salary tables, effective July 1, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. Resolution No. 23-152 is hereby rescinded. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution provides benefits in excess of or different from the benefits provided in Resolution Nos. 15-124 and 15-125, the provisions of this Resolution shall control.

Section 3. The City Council hereby approves and adopts the following restated salaries, benefits, and other terms and conditions for the Unclassified Management Employees:

ARTICLE I
DEFINITION OF TERMS

The following terms shall have the meanings set forth in this Article as applied in this Resolution.

SECTION 1 - ACTING DUTY:

The performance of the duties by an employee of a classification with a higher pay range than the employee's usual classification. This assignment is on a temporary basis.

SECTION 2 - CLASSIFICATION:

A position or positions sufficiently similar in respect to authority, duties and responsibilities such that the same descriptive title is assigned.

SECTION 3 - DAY:

A calendar day, unless otherwise designated.

SECTION 4 - UNCLASSIFIED MANAGEMENT EMPLOYEE:

An individual compensated through the City payroll and appointed to one of the following classifications:

Assistant City Manager
City Manager
Deputy City Manager
Director of Economic and Community Development
Director of Community Services/Parks and Recreation
Director of Finance
Director of Human Resources
Director of Information Technology and Security
Director of Public Works
Director of Public Safety and Emergency Management
Energy and Sustainability Officer
Government Affairs Officer
Executive Director (Carson Reclamation Authority)

SECTION 5 - LEAVE:

An authorized leave of absence from work.

SECTION 6 - POSITION:

The authority, duties, and responsibilities assigned to an employee within a classification.

SECTION 7 - PREVAILING PAY RATE:

The basic pay rate within a pay range paid to an employee for the performance of the duties and responsibilities of the classification.

SECTION 8 - EMPLOYEE:

An individual performing the duties and responsibilities of the job titles listed in Section 4 of this Article.

SECTION 9 - WORKDAY:

A workday is any 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 10 - WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and ends at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 11 - WORK SCHEDULE:

A work schedule is a 40-hour per week schedule consisting of either an:

11.1 Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or

11.2 Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

ARTICLE II
COMPENSATION

SECTION 1 - SALARY RANGE ADJUSTMENTS OF UNCLASSIFIED MANAGEMENT EMPLOYEES:

1.1 Directors' pay ranges shall be assigned and maintained at a range that is at least 10% higher than the range steps assigned to their highest paid subordinate or manager. The Deputy City Manager pay range shall be assigned and maintained at a range that is at least 5% higher than the range steps assigned to Directors. The Assistant City Manager pay range shall be assigned and maintained at a range that is at least 5% higher than the range steps assigned to Deputy City Manager. Upon hiring or promotion, Unclassified Management Employees may be assigned to any range step within the established salary range for the first 12 months of employment. Section 6, Salary Advancement shall apply to new hires and promotions. The City Manager shall update this resolution for City Council's consideration any time a salary compaction is created.

1.2 The pay ranges for the Unclassified Management Employees are reflected in the attached Salary Tables with corresponding effective dates:

Appendix A: July 1, 2024 – June 30, 2025 (10% separation from highest paid subordinate/manager)

Appendix B: July 1, 2025 - June 30, 2026 (10% separation from highest paid subordinate/manager)

Appendix C: July 1, 2026 - June 30, 2027 (10% separation from highest paid subordinate/manager)

SECTION 2 - LONGEVITY PAY:

2.1 The City agrees to pay Unclassified Management Employees two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining ten (10) years of service credit with the City.

2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to pay Unclassified Management Employees an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years of service credit with the City.

2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, the City agrees to pay Unclassified Management Employees an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty five (25) years of service credit with the City.

SECTION 3 - CITY MANAGER PROVISIONS:

The City Manager shall receive the benefits provided in this Resolution that are expressly authorized in the City Manager's employment contract. If any provision of this Resolution related to benefits is inconsistent or in conflict with the City Manager's employment contract, the provisions of the City Manager's employment contract shall prevail.

SECTION 4 - ACTING DUTY PAY:

4.1 The City Manager, or his/her designee, may appoint an employee to acting duty status to perform the duties of a higher classification that is vacant, either temporarily, permanently, or newly created, subject to this Section 4.

4.2 An employee may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. Only employees in good standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty status.

4.3 An acting duty appointment may be effective for a period of up to thirty (30) days, except for special circumstances as defined by the City Manager, or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.

4.4 An employee appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the employee's prevailing pay rate.

4.5 An employee appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification. If this provision conflicts with Section 4.4 above, then Section 4.4 above shall prevail.

4.6 While serving in acting duty status an employee shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the employee's regular classification. These adjustments or advancements may cause an employee's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in Section 4.5 above.

4.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).

4.8 An employee may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.

4.9 An employee may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.

4.10 Non-exempt Employees that are appointed to acting duty in positions that are FLSA exempt from overtime, shall be deemed exempt for the period of service provided in the acting duty status on a full week by full week appointment basis and will not receive overtime compensation during that limited period.

4.11 An employee in an acting duty appointment for ninety (90) days or longer, shall receive leave and holiday pay at the acting rate for all such subsequent leaves and holidays that fall after the ninetieth (90^{th}) day, provided that the position is not backfilled with another acting appointment.

4.12 When an employee is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated workload in that unit will be sufficient to warrant this action. The City Manager shall approve any such decision.

4.13 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Director of Human Resources and Risk Management prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5 - PROFESSIONAL DEVELOPMENT PAY:

Unclassified Management Employees shall be provided, within the first quarter of each fiscal year, the sum of nine hundred dollars ($900.00) for reimbursement in anticipation of expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials; membership or association fees; or any other expenses which promote the professional development of the Unclassified Management Employee and promote the best interests of the City.

SECTION 6 - SALARY ADVANCEMENT:

6.1 Advancement shall mean a pay rate increase given to an Unclassified Management Employee contingent upon merit and performance, within the pay range established for the Unclassified Management Employee's classification. An Unclassified Management Employee's pay rate increase shall be effective the first day of the payroll period closest to the date the Unclassified Management Employee is granted the advancement.

6.2 In addition to those conditions provided for in standard management procedures, Unclassified Management Employees shall be eligible for advancement when the Unclassified Management Employee's length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Rate Step A	Monthly Rate Step B	Monthly Rate Step C	Monthly Rate Step D	Monthly Rate Step E	Monthly Rate Step F
Date of appoint-ment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step C	After at least 12 months in Step D	After at least 12 months in Step E

6.3 The City Manager has the sole discretion to authorize salary advancements of Unclassified Management Employees.

SECTION 7 - AUTO ALLOWANCE:

The City shall provide an allowance to the Assistant City Manager, Executive Director (CRA), Deputy City Managers, Directors, and Officers for use of their personal automobiles for official City business at the rate of five hundred dollars ($500.00) per month.

SECTION 8 - ALLOWANCE FOR MILEAGE:

8.1 The City shall reimburse Unclassified Management Employees for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.

8.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars ($75.00). Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.

8.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 9 - REDEMPTION OF ACCUMULATED LEAVE:

9.1 Unclassified Management Employees may redeem any accumulated leave including vacation, administrative Leave and Sick Leave each year of this resolution up to the hours indicated in 9.2, 9.3, 9.4, and 9.5 of this Section. Sick leave shall be redeemed at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed. All other types of leave shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.

9.2 The City Manager may redeem up to a combined total of one hundred (100) hours of any accumulated leave in each fiscal year as described in 9.1 above.

9.3 The Assistant City Manager, Executive Director (CRA), and Deputy City Managers may redeem up to a combined total of ninety (90) hours of any accumulated leave in each fiscal year as described in 9.1 above.

9.4 The Directors and Officers may redeem up to a combined total of four hundred (400) hours of any accumulated leave in each fiscal year as described in 9.1 above.

9.5 The City shall cash out any accumulated leave to the employees that are in excess of maximums set for Vacation, Administrative Leave, and Sick Leave every pay period.

SECTION 10 - PAYDAY AND PAYCHECK DISTRIBUTION:

10.1 Payday shall be bi-weekly on Thursday.

10.2 Paychecks shall be dated and distributed bi-weekly on the Thursday payday.

10.3 If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.

SECTION 11 - OVERPAYMENT REMEDY:

Unclassified Management Employees covered herein are required to reimburse the City for any overpayment of wages or benefits. Unclassified Management Employees shall notify the City within the next available working day of any such overpayment. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method acceptable to the Unclassified Management Employee and the City.

ARTICLE III
INSURANCE AND RETIREMENT BENEFITS

SECTION 1 - HEALTH INSURANCE PREMIUM:

1.1 Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Orange, Riverside and San Bernardino counties) for each management employee and eligible dependents.

1.2 The cafeteria cap on the use of excess monies shall be two hundred dollars ($200.00) per month,

regardless of the number of dependents.

1.3 Unclassified Management Employees electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unclassified Management Employee. (Unclassified Management Employees currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unclassified Management Employees.) Unclassified Management Employees may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.4 Unclassified Management employees shall have the right to use monies remaining from the monthly sum originally provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

1.5 Eligible retired Unclassified Management Employees shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For eligible retired Unclassified Management Employees hired prior to January 1, 2014, the City shall pay the monthly health insurance premium in the same monthly amount as provided for active full-time Unclassified Management Employees. For retired Unclassified Management Employees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium in accordance with the following schedule:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active employees
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2 - DENTAL INSURANCE PREMIUM:

2.1 The City shall pay up to, but not to exceed the amount of eighty-seven dollars ($87.00) per month for dental insurance premium provided by the City for each Unclassified Management Employee and his/her eligible dependents.

2.2 Unclassified Management Employees may elect to discontinue or not enroll for dental insurance provided that they submit written proof of equivalent coverage. Unclassified Management Employees electing to discontinue or not enroll for dental insurance shall receive seventy-five

percent (75%), or sixty five dollars and twenty-five cents ($65.25), to be placed into a City-sponsored deferred compensation plan credited to the Unclassified Management employee.

SECTION 3 - LIFE INSURANCE PREMIUM:

3.1 The City shall provide the City Manager with term life insurance coverage in accordance with the Employment Agreement between the City and the City Manager, subject to any age reduction schedules mandated by the insurance company.

3.2 The City shall provide the Assistant City Manager, Executive Director (CRA), Deputy City Managers, Directors, and Officers with term life insurance coverage of not less than four hundred thousand dollars ($400,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, $200,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.

3.3 Unclassified Management Employees shall have the right to purchase additional (supplemental) term life insurance through the City-sponsored programs using monies remaining from the monthly sum originally provided by the City for the employee's health insurance, or, if none, by paying the additional premiums themselves through payroll deduction. The maximum additional (supplemental) term life insurance an Unclassified Management Employee may purchase is up to the basic minimums listed above for each classification, provided the EOI form is submitted and approved by the City's life insurance carrier. Otherwise, the maximum additional term life insurance (supplemental insurance) an Unclassified Management Employee may purchase is $200,000.00.

SECTION 4 - SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for the Unclassified Management Employees under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided on such terms as the City determines are in its best interest.

4.2 The City shall provide short term disability insurance (or "STD") benefits for the Unclassified Management Employees solely in order to provide the benefit during the 90-day LTD benefit waiting period. The City shall provide an STD plan for the Unclassified Management Employees under the terms, requirements and conditions compatible with the LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.

4.3 After a maximum of a 90-day waiting period:

a. An Unclassified Management Employee who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave, up to age sixty-five (65); and

b. An Unclassified Management Employee who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave, for twenty-four (24) months. An Unclassified Management Employee who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave, up to age sixty-five (65).

c. There shall be no reduction of LTD or STD benefits for a workers' compensation award for permanent disability. In no case shall an employee on workers' compensation receive short-term or long-term disability benefits and workers' compensation salary continuation or temporary disability simultaneously.

d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.

e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.

b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether an Unclassified Management employee is disabled from his or her own occupation, shall be determined by the existing carrier, not by the City.

4.5 The City is required to provide LTD benefits only through a licensed insurance provider. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interests.

4.6 For injuries and other disabilities covered under California workers' compensation laws, Unclassified Management Employees shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers' compensation leave") or until the City's workers' compensation administrator terminates workers' compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unclassified Management Employee returns to work, or a refusal by the Unclassified Management Employee to return to work following a determination by a physician that the Unclassified Management Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unclassified Management Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If an Unclassified Management Employee is approved for workers'

compensation leave, the Unclassified Management Employee shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unclassified Management Employees who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan.

4.7 While on long term disability, Unclassified Management Employees may use sick leave, annual leave, administrative leave, or floating holiday to bring them to 100% of their prevailing pay rate in conjunction with the disability benefit. The use of accrued leave shall be in the order specified herein.

SECTION 5 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS):

5.1 For those Unclassified Management Employees hired before the effective date of the CalPERS contract amendment (May, 6, 2011) providing for a tiered retirement benefit, the City shall continue to include those Unclassified Management Employees in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation;

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the ability to participate in the part time service credit purchase program, but solely at their own cost;

f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.2 For those Unclassified Management Employees hired on or after the effective date of the CalPERS contract amendment (May 6, 2011) providing for a tiered retirement benefit, and as defined by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) as "Classic Members", the City shall include those Unclassified Management Employees in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation;

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the ability to participate in the part time service credit purchase program, but solely at their own cost;

f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.3 Unclassified Management Employees shall pay the full percentage of the member contributions on a pre-tax basis.

5.4 Unclassified Management Employees hired on or after January 1, 2013, defined by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) as "New Members," the City shall include those Unclassified Management Employees in the CalPERS "2% at 62" Plan with a three year final compensation period, and with the following optional contract provisions:

a. The optional contract provision relating to military service credit as public service;

b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

c. The optional contract provision relating to two years additional service credit;

d. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.5 "New Members" shall pay the full percentage of the member contributions on a pre-tax basis.

SECTION 6 - DEFERRED COMPENSATION PROGRAMS:

6.1 The City shall sponsor voluntary deferred compensation programs, including 457b and 401a.

6.2 The City agrees to match the amount, dollar for dollar, up to eleven thousand, five hundred dollars ($11,500.00) per calendar year, contributed to the City Manager's deferred compensation plan(s); 457b and/or 401a.

6.3 The City agrees to match the amount, dollar for dollar, up to eleven thousand, five hundred dollars ($11,500.00) per calendar year, contributed to the Assistant City Manager's, Executive Director's (CRA), Deputy City Managers', Directors', and the Officers' deferred compensation plan(s); 457b and/or 401a.

SECTION 7 - VISION CARE PLAN:

The City shall sponsor a vision care program for Unclassified Management Employees and their eligible dependents as described in detail by the vision plan document. Unclassified Management Employees shall pay the premium for the vision care plan and increases in the premium for the duration of this resolution. Unclassified Management Employees may use monies remaining from the monthly sum originally provided by the City for health insurance to pay the premium for Vision Care.

ARTICLE IV
LEAVES

SECTION 1 - JURY DUTY/COURT SUMMONS/SUBPOENA:

Unclassified Management Employees summoned to a court to provide testimony on behalf of the City or as directed by the City Manager, shall not lose any pay or be required to use any paid leave during such court service. Paid leave for jury service shall be limited to ten (10) working days in any one calendar year.

SECTION 2 - VACATION LEAVE:

The City shall provide Unclassified Management Employees with vacation leave subject to the following conditions:

2.1 Unclassified Management Employees shall be credited with vacation leave at the following rates:

i. Ten (10) hours for each month of service or major portion thereof from the date of appointment;

ii. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon commencement of the Unclassified Management Employee's eleventh year of service;

iii. Upon the twentieth anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Section 2.1.ii;

iv. Upon the twenty-first anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii and 2.1.iii;

v. Upon the twenty-second anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii., 2.1.iii., and 2.1.iv;

vi. Upon the twenty-third anniversary date, and each anniversary date thereafter, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii, 2.1.iii., 2.1.iv., and 2.1.v.

2.2 Unclassified Management Employees shall not be credited with vacation leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.3 Unclassified Management Employees may use vacation leave only after completing their initial six (6) months of service. Unclassified Management Employees shall not use less than one (1) hour of vacation leave at any one time.

2.4 Unclassified Management employees shall not accrue more than a total of eight hundred (800) hours of vacation leave, after which accruals shall cease until total accrued vacation leave drops below the 800 hour accrual cap.

SECTION 3 - SICK LEAVE:

The City shall provide Unclassified Management Employees with sick leave as follows:

3.1 Unclassified Management Employees shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Sick leave shall not be credited for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

3.2 Unclassified Management Employees may accrue a maximum of one thousand forty (1,040) hours of sick leave hours. Unclassified Management Employees may use accrued sick leave only after completing their initial month of service.

3.3 Unclassified Management Employees may not use sick leave at their discretion, but only in cases of actual personal sickness, or the sickness of the Unclassified Management Employee's immediate family member. Sick leave shall be used for medical and dental appointments and pregnancy.

3.4 When an Unclassified Management Employee uses sick leave, the Unclassified Management Employee will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When an Unclassified Management Employee uses sick leave in excess of three (3) consecutive working days, the City may require an Unclassified Management Employee to present, upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

3.5 When an Unclassified Management Employee wishes to use accrued sick leave, the Unclassified Management Employee shall notify the City Manager and/or the Assistant City Manager either before or within one (1) hour after the time set for beginning the work period of the intended absence due to sickness, unless the Unclassified Management Employee is incapacitated and physically unable to provide the required notification. Unclassified Management Employees on sick leave shall regularly inform the City Manager and/or the Assistant City Manager of their physical condition.

3.6 When an Unclassified Management Employee separates from the City service for whatever reason the Unclassified Management Employee shall be compensated for one-half (1/2) the value of accrued sick leave. The value of accrued sick leave shall be calculated using such Unclassified Management Employee's prevailing pay rate on the date of the employee's separation from City service.

3.7 The City shall provide Unclassified Management Employees with thirty (30) days of sick leave at the time of hire. Sick leave advanced to Unclassified Management Employees under this section shall be considered to be loaned to the Unclassified Management Employee and the Unclassified Management Employee shall not accrue additional sick leave for a thirty (30) month period.

SECTION 4 – PAID PARENTAL LEAVE:

The City shall provide Unclassified Management Employees Parental Leave at one hundred percent (100%) of salary, for the birth, adoption of foster placement of a child, regardless of gender, marital status or sexual orientation of the parent. Paid Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

4.1 Paid Parental Leave must be taken in the full workday increments, and within one year of the date of birth/placement of the child. This type of absence shall not be charged against the employee's leave credits or accruals.

4.2 Paid Parental Leave shall be provided for up to one hundred sixty (160) hours (at the employee's adjusted hourly rate of pay) taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable, in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home.

4.3 To be eligible for the Paid Paternal Leave, Unclassified Management Employees must:

a. Be permanent full-time employees eligible for City health benefits; AND
b. Have completed six months of full-time City service; AND
c. Be a parent of a newborn child; OR
d. Have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).

SECTION 5 - HOLIDAY LEAVE:

The City shall provide Unclassified Management Employees with the following fourteen holidays with pay subject to the following conditions:

5.1 January 1 (New Years Day)
The third Monday in January (Martin Luther King Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8 (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25 (Larry D. Itliong Day).
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas) and
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

5.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unclassified Management Employee's annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or receive the leave conversion, the Unclassified Management Employee must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unclassified Management Employee is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. An Unclassified Management Employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unclassified Management Employee during his or her regularly-scheduled workday immediately before or after the holiday.

5.3 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unclassified Management Employee must use such additional holiday leave when granted, and such leave cannot be accrued. Unclassified Management Employees absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. An Unclassified Management Employee shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unclassified Management Employee during his or her regularly-scheduled workday immediately before or after the half-day holiday.

5.4 Three (3) floating holidays shall be provided to Unclassified Management Employees annually, subject to the following conditions:

i. The Unclassified Management Employee's immediate supervisor has the exclusive authority to approve floating holiday leave. Unless the Unclassified Management Employee's use of floating holiday leave interferes with departmental operations, the Unclassified Management Employee's immediate supervisor shall permit the Unclassified Management Employee to use floating holiday leave at the Unclassified Management Employee's discretion;

ii. Unclassified Management Employees shall not use less than one (1) hour of floating holiday leave at any one time;

iii. Unclassified Management Employees are encouraged to use floating holiday leave during the fiscal year. However, holiday leave shall be converted to vacation leave if not used by the end of the fiscal year;

iv. When an Unclassified Management Employee separates from the City service for any reason, the City shall compensate the Unclassified Management Employee for any floating holiday leave not taken for floating holidays occurring prior to their separation date;

v. New Unclassified Management Employees will be credited with floating holiday leave for floating holidays which occur subsequent to their date of hire.

SECTION 6 - ADMINISTRATIVE LEAVE:

The City shall provide Unclassified Management Employees with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

6.1 Unclassified Management Employees shall accrue administrative leave hours for each month of service or major portion thereof as follows:

i. City Manager – 10 hours;
ii. Assistant City Manager – 10 hours;
iii. Deputy City Manager – 10 hours;
iv. Directors– 10 hours.
v. Energy and Sustainability Officer – 10 hours
vi. Government Affairs Officer - 10 hours
vii. Executive Director (CRA) - 10 hours

6.2 Unclassified Management Employees shall not accrue more than the following number of hours of administrative leave:

i. City Manager – 180 hours;
ii. Assistant City Manager – 180 hours;
iii. Deputy City Manager – 180 hours;
iv. Directors– 180 hours.
v. Energy and Sustainability Officer – 180 hours
vi. Government Affairs Officer - 180 hours
vii. Executive Director (CRA) - 180 hours

6.3 Unclassified Management Employees shall use administrative leave only upon written approval of the immediate supervisor.

6.4 When an Unclassified Management Employee separates from the City service for any reason, the City shall compensate the Unclassified Management Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unclassified Management employee's prevailing pay rate on the date of the employee's separation from City service.

SECTION 7 - WORKER COMPENSATION LEAVE:

The City shall provide Unclassified Management employees with workers' compensation leave subject to the following conditions:

7.1 Except as otherwise provided, an Unclassified Management Employee substantially disabled by bodily injury or sickness in the course and scope of employment shall be paid his/her regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers' compensation insurance carrier terminates temporary disability payments either by means of a lump sum settlement or a retirement with pension, whichever occurs first.

7.2 When an Unclassified Management Employee receives workers' compensation payments, the City shall pay such Unclassified Management Employee only the difference between such workers' compensation payments and such Unclassified Management Employee's regular pay rate. During the time such Unclassified Management Employee is substantially disabled, such Unclassified Management Employee shall continue to accrue vacation leave, sick leave, personal leave, administrative leave, and seniority for purposes of pay adjustments or advancements.

SECTION 8 - MILITARY LEAVE:

The City shall grant military leave to Unclassified Management Employees as provided in California Military and Veterans Code Sections 389 through 395. An Unclassified Management Employee on ordered military leave shall be paid their regular pay rate in addition to their military pay.

SECTION 9 - LEAVE OF ABSENCE WITHOUT PAY:

The City Manager shall have the exclusive authority to approve an Unclassified Management Employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unclassified Management Employee provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of ten (10) working days or less, the Unclassified Management Employee shall not lose any seniority for such leave of absence. After the expiration of an approved leave of absence without pay, Unclassified Management Employees shall be reassigned to their former classification.

In accordance with Federal and/or State leave laws and as hereby authorized by the City Council, the City Manager may grant an Unclassified Management Employee's request for up to 12 weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA). The City Manager shall not grant an unpaid leave in excess of one (1) year for Unclassified Management Employees with five (5) years or less seniority or in excess of three (3) years for Unclassified Management Employees with more than ten (10) years seniority. An Unclassified Management Employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over sixty (60) days. After the expiration of the unpaid leave, the Unclassified Management Employee shall be assigned to his/her former classification. The Unclassified Management Employee requesting the leave shall state in writing the reasons for the request.

SECTION 10 - TIME OFF FOR VOTING:

The City shall provide Unclassified Management Employees with time off for voting subject to the following conditions:

10.1 When an Unclassified Management Employee claims not to have sufficient time outside of working hours to vote at a statewide election, the Unclassified Management Employee may, without loss of pay, with the approval of the City Manager, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unclassified Management Employee to vote. The City Manager may not authorize an Unclassified Management Employee to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unclassified Management Employee the most time for voting and the least time off from work.

10.2 If the Unclassified Management Employee knows or has reason to believe that time off for voting shall be necessary on election day, the Unclassified Management Employee shall notify the City Manager of that fact at least two (2) work periods in advance.

SECTION 11 - DISCRETIONARY LEAVE:

All discretionary leave taken by Unclassified Management Employees shall be approved, in advance, by the City Manager or the Assistant City Manager, as applicable.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1 - ME TOO CLAUSE:

During the term of this resolution, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Unclassified Management Employees and to meet and confer with the Unclassified Management Employees over such increases and improvements. The provision of this paragraph shall expire on and not be effective after June 30, 2027.

SECTION 2 - DISCIPLINARY ACTION:

The authority of the City to institute disciplinary action against Unclassified Management Employees and the rights of those employees with respect to such disciplinary action shall be governed by the provisions of the Carson Municipal Code.

SECTION 3 - LEGAL COUNSEL:

The City shall comply with all of its statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

SECTION 4 - NON-APPLICABILITY OF PERSONNEL RULES:

The City's Personnel Rules do not apply to Unclassified Management Employees covered by this resolution. Subject to the provisions of the City's Municipal Code, the City and the Unclassified Management Employees covered by this resolution may, upon mutual agreement, meet and discuss any subject or matter covered by this resolution.

SECTION 5 - SEVERABILITY:

In the event that any term, covenant, condition, or provision contained in this resolution is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, or provision of this resolution and the remainder of the resolution shall still be in full force and effect.

SECTION 6 - DURATION:

6.1 This Resolution shall be binding on the City and the Unclassified Management Employees effective July 1, 2024.

6.2 Except as otherwise provided herein, this Resolution shall continue in full force and effect until such time as amended or superseded by City Council ordinance or resolution.

APPENDICES:

City of Carson - Salary Schedule
Unclassified Management Employees
Effective July 1, 2024 - June 30, 2025 - Appendix A
COLA: 6.0%

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Manager	301	104.05	109.25	114.71	120.45	126.47	132.80
Deputy City Manager	306	99.09	104.04	109.25	114.71	120.44	126.47
Director of Community Development	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Community Services	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Finance	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Human Resources and Risk	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Information Technology & Security	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Public Works	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Public Safety	304	94.37	99.09	104.04	109.25	114.71	120.44
Energy and Sustainability Officer	305	76.09	79.89	83.89	88.08	92.48	97.11

City of Carson - Salary Schedule
Unclassified Management Employees
Effective July 1, 2025 - June 30, 2026 - Appendix B
COLA: 4.0%

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Manager	301	108.21	113.62	119.30	125.27	131.53	138.11
Executive Director Carson Reclemation Authority	301	108.21	113.62	119.30	125.27	131.53	138.11
Deputy City Manager	306	103.05	108.20	113.62	119.30	125.26	131.52
Director of Economic & Community Development	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Community Services	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Finance	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Human Resources and Risk	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Information Technology & Security	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Public Works	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Public Safety	304	98.15	103.05	108.21	113.62	119.30	125.26
Energy and Sustainability Officer	305	79.13	83.09	87.24	91.60	96.18	100.99
Government Affairs Officer	305	79.13	83.09	87.24	91.60	96.18	100.99

City of Carson - Salary Schedule
Unclassified Management Employees
Effective July 1, 2026 - June 30, 2027 - Appendix C
COLA: 4.0%

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Manager	301	112.54	118.17	124.08	130.28	136.79	143.63
Executive Director Carson Reclemation Authority	301	112.54	118.17	124.08	130.28	136.79	143.63
Deputy City Manager	306	107.17	112.53	118.16	124.07	130.27	136.78
Director of Economic & Community Development	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Community Services	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Finance	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Human Resources and Risk	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Information Technology & Security	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Public Works	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Public Safety	304	102.07	107.18	112.53	118.16	124.07	130.27
Energy and Sustainability Officer	305	82.30	86.41	90.73	95.27	100.03	105.03
Government Affairs Officer	305	82.30	86.41	90.73	95.27	100.03	105.03

Section 4. This resolution shall be effective retroactively as of September 2, 2025.

Section 5. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 2nd day of September 2025.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

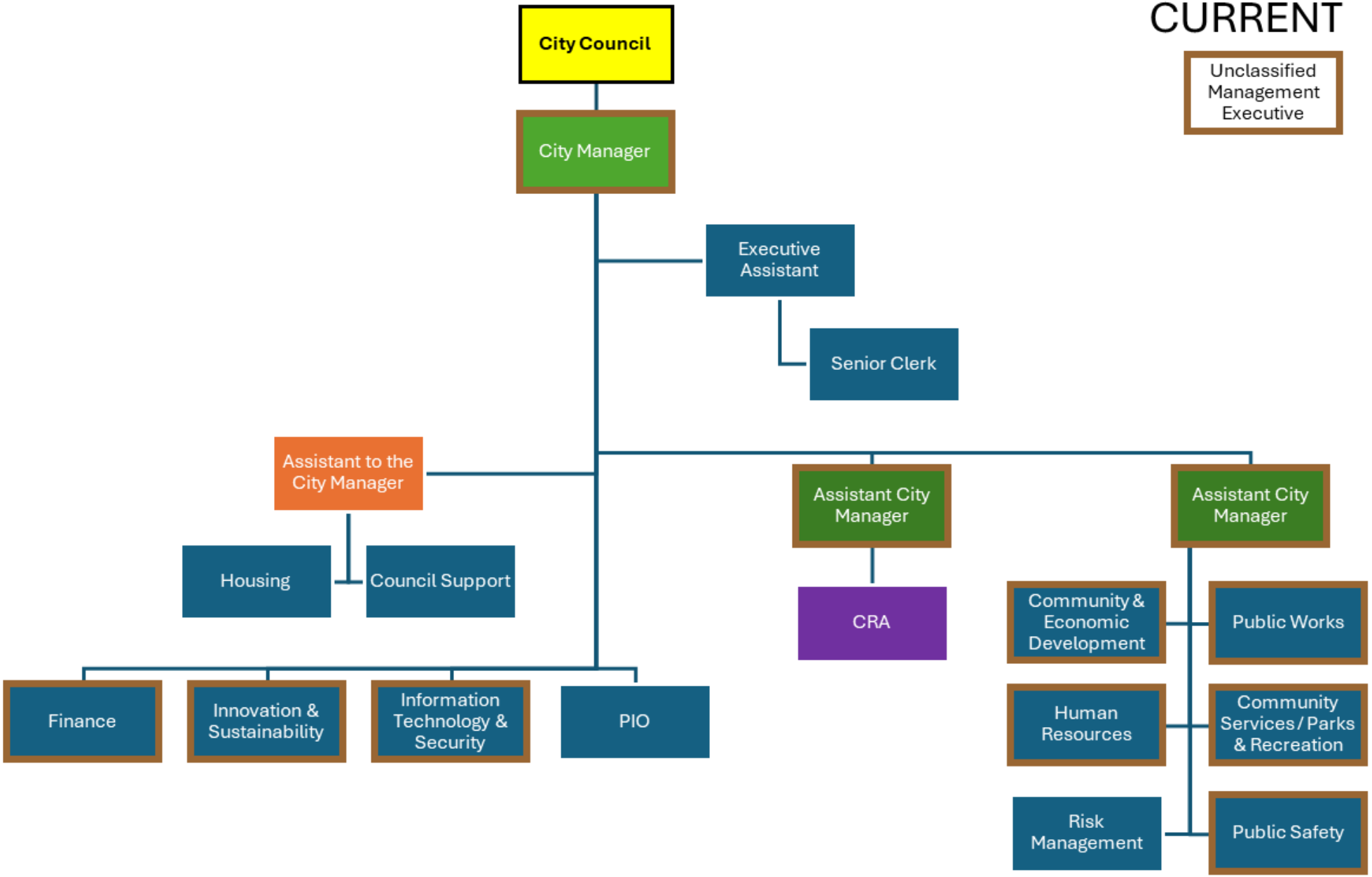
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

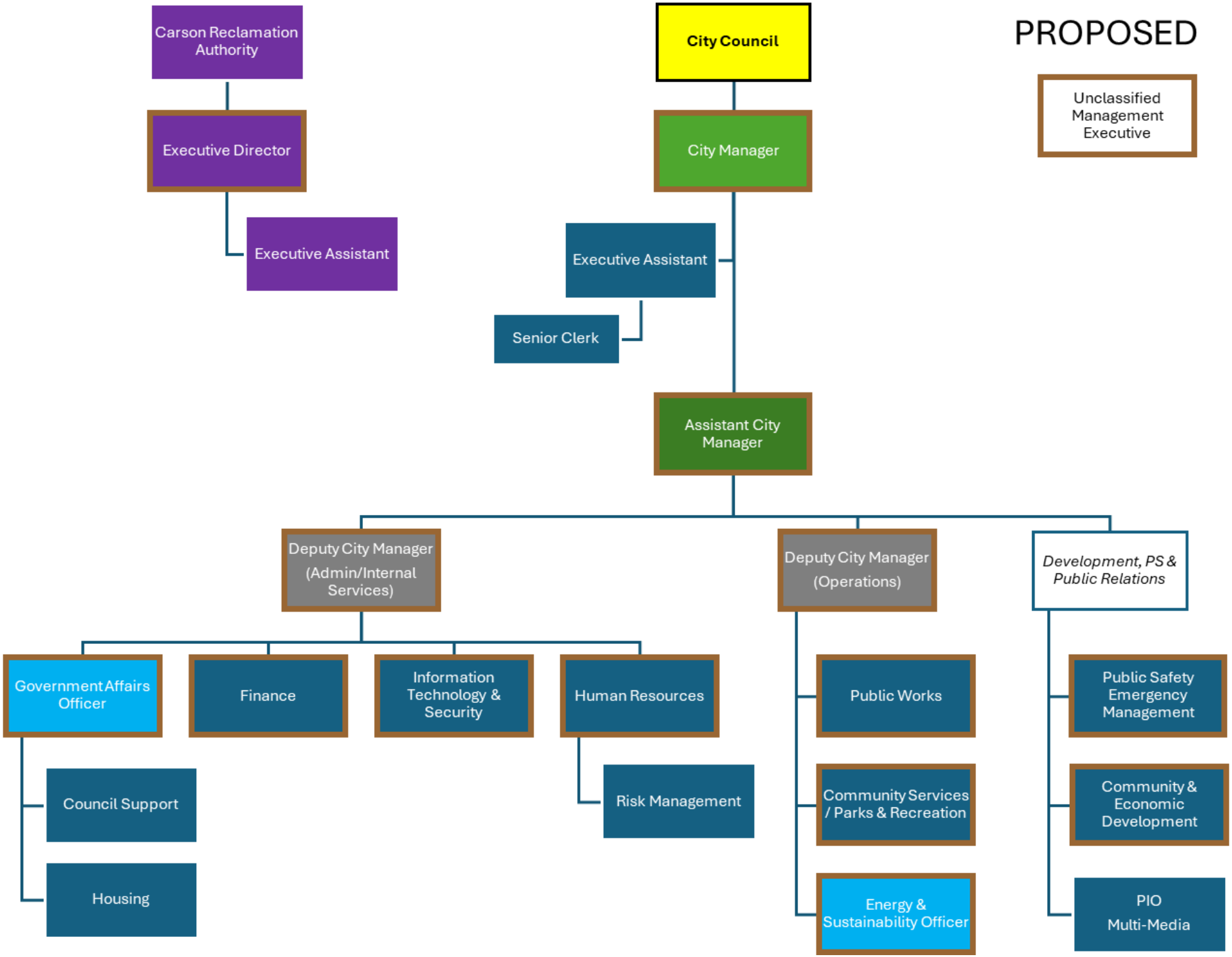
I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-107 adopted by the City of Carson City Council at its meeting held on September 2, 2025, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Hilton, Dear, Hicks, Rojas
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

Dr. Khaleah K. Bradshaw, City Clerk

CURRENT


Unclassified Management Executive
City Council
City Manager
Executive Assistant
Senior Clerk
Assistant to the City Manager
Housing
Council Support
Assistant City Manager
CRA
Assistant City Manager
Community & Economic Development
Public Works
Human Resources
Community Services / Parks & Recreation
Risk Management
Public Safety
Finance
Innovation & Sustainability
Information Technology & Security
PIO


PROPOSED
Unclassified Management Executive
Carson Reclamation Authority
Executive Director
Executive Assistant
City Council
City Manager
Executive Assistant
Senior Clerk
Assistant City Manager
Deputy City Manager (Admin/Internal Services)
Deputy City Manager (Operations)
Development, PS & Public Relations
Government Affairs Officer
Finance
Information Technology & Security
Human Resources
Council Support
Housing
Risk Management
Public Works
Community Services / Parks & Recreation
Energy & Sustainability Officer
Public Safety Emergency Management
Community & Economic Development
PIO Multi-Media

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN MARIA ELANA WILLIAMS-SLAUGHTER AND CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

This case arises from the City of Carson City Manager's termination of Public Works Director Maria Williams-Slaughter on March 10, 2020. Plaintiff alleged she was wrongly terminated and filed a Complaint on September 21, 2020 against the City of Carson (the "City") for retaliation and racial discrimination in violation of Labor Code §1102.5 and California Government Code §12940. Plaintiff subsequently amended her Complaint to include a payer for recovery of reasonable attorneys' fees and costs under California Labor Code §1102.5.

II. RECOMMENDATION

TAKE the following ACTIONS:

1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiff Maria Williams-Slaughter and City of Carson; and
2. AUTHORIZE the Mayor to execute the Agreement.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

This case arises from the City of Carson City Manager's termination of Public Works Director Maria Williams-Slaughter on March 10, 2020. Plaintiff alleged she was wrongly terminated and filed a Complaint on September 21, 2020 against the City of Carson (the "City") for retaliation and racial discrimination in violation of Labor Code §1102.5 and California Government Code §12940. Plaintiff subsequently amended her Complaint to include a payer for recovery of reasonable attorneys' fees and costs under California Labor Code §1102.5.

This case proceeded to trial on April 29, 2025. During the jury selection process, the parties were able to reach a settlement agreement. The proposed settlement agreement was presented to the City Council in closed session on May 6, 2025. The parties subsequently advised the Court that a settlement had been reached and the trial was vacated.

The City Council is now asked to consider and approve the proposed Settlement Agreement and Release of All Claims between the Plaintiff and the City, as well as authorize Mayor Lula Davis-Holmes to execute the Settlement Agreement on behalf of the City.

V. FISCAL IMPACT

The City is self-insured for the first $250,000 of each liability claim. Settlement and claim expenses exceeding the $250,000 Self-Insured Retention (SIR), are covered under the Excess Liability insurance provided by PRISM. Third party liability claims payments are paid through City's claims trust account and are charged to claims reserves. There is no direct impact to the annual operating budget.

VI. EXHIBITS

1. Settlement Agreement

Attachments

(Williams-Slaughter) Settlement Agreement and Release - Final Version(2027971.1).pdf

EXHIBIT 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. PARTIES

This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between the CITY OF CARSON ("CITY"), a Charter City and municipal corporation, and MARIA WILLIAMS-SLAUGHTER ("PLAINTIFF") (hereinafter CITY and PLAINTIFF may be referred to individually as a "PARTY" or collectively as "PARTIES"), with reference to the facts as stated below.

2. RECITALS

2.1. PLAINTIFF was hired by the CITY as the at-will Director of Public Works effective January 20, 2015, serving at the pleasure of the City Manager pursuant to City Charter section 500 and Carson Municipal Code Section 2107. PLAINTIFF is an African American woman.

2.2. City Manager Sharon Landers terminated PLAINTIFF's employment with the City on March 10, 2020. PLAINTIFF then filed an action entitled *Maria Williams-Slaughter v. City of Carson*, Los Angeles Case No. 20STCV35952 (the "LAWSUIT") on or about September 21, 2020, alleging wrongful termination, racial discrimination, and retaliation.

2.3 The PARTIES wish to terminate and resolve fully and finally the LAWSUIT in order to avoid the uncertainty and costs of litigation, and any potential appeals therefrom.

2.4 CITY and the PLAINTIFF desire to enter into an agreement whereby PLAINTIFF receives compensation in exchange for executing a general release and waiver of any and all claims that PLAINTIFF may have against the CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents ("CITY PARTIES").

2.5 Each of the above Recitals is incorporated in full by this reference into the AGREEMENT as material and binding provisions of this AGREEMENT.

3. NO ADMISSION OF LIABILITY

This AGREEMENT shall not in any way be construed as an admission of liability, fault, or wrongdoing of any kind by the PARTIES. The CITY specifically disclaims any liability to PLAINTIFF or wrongful acts. The CITY denies any liability in connection with any claim by PLAINTIFF and intends hereby solely to avoid further litigation and buy its peace.

4. CONSIDERATION

In exchange for the waivers and releases set forth herein, the PARTIES hereto agree as follows:

4.1. Monetary Consideration. In consideration for PLAINTIFF's waivers and releases set forth herein, and in exchange for executing this AGREEMENT, the CITY agrees to provide PLAINTIFF monetary compensation. Within thirty (30) days following execution of this AGREEMENT by PLAINTIFF and her counsel, and receipt by the CITY of the executed AGREEMENT, the CITY shall pay to Plaintiff the total payment of ONE MILLION TWO

HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,275,000.00) ("SETTLEMENT SUM"). Said SETTLEMENT SUM constitutes a full and complete settlement and compromise of any and all disputed claims PLAINTIFF has or may have as to the CITY, arising out of or related to the termination of employment. The draft shall be made payable to the order of "Brock & Gonzales, LLP Client Trust Account" and delivered to counsel.

4.2. Attorneys' Fees. The PARTIES shall bear all of their own attorney fees and costs incurred.

4.3. Entire Consideration. PLAINTIFF agrees the foregoing amount specified in section 4.1 shall constitute the entire monetary consideration provided to her under this AGREEMENT and that PLAINTIFF will not seek any further compensation from the CITY for any other claimed damage, costs, or attorneys' fees in connection with the matters encompassed by this AGREEMENT.

4.4. Release. Upon execution of this AGREEMENT and in exchange for the settlement payment provided for herein, PLAINTIFF shall file a dismissal with prejudice against the CITY in Department 61 of the Stanley Mosk Courthouse in Los Angeles. Plaintiff shall file the dismissal within 7 business days after receipt of the settlement funds. PLAINTIFF also waives any claims made on behalf of PLAINTIFF's spouse, heirs, representatives, successors, and assigns, and hereby releases, acquits, and forever discharges the CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them ("CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which PLAINTIFF now has or may acquire in the future, or which PLAINTIFF ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from January 20, 2015 through the date the agreement is executed (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. PLAINTIFF expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon the agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §12900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

5. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, PLAINTIFF acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which PLAINTIFF was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. PLAINTIFF further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by PLAINTIFF;

(b) PLAINTIFF is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) PLAINTIFF is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) PLAINTIFF has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;

(f) PLAINTIFF has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;

(g) PLAINTIFF has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 10.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Settlement and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) calendar days have passed since all Parties, including PLAINTIFF's, execution of the AGREEMENT ("EFFECTIVE DATE").

6. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 4 and 5 above, PLAINTIFF understands that California Civil Code section 1542 reads as follows:

> "General Release—Claims Extinguished"
>
> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PLAINTIFF hereby waives the protection of California Civil Code section 1542.

7. NON-DISPARAGEMENT

7.1. Non-Disparagement Provision: THE PARTIES agree not to make any disparaging remarks of any sort or otherwise communicate any disparaging comments about each other or any of the other released entities or persons to any third party at any time following the execution of this AGREEMENT. Pursuant to Code of Civil Procedure section 1001, nothing in this paragraph prevents Plaintiff from disclosing factual information related to a claim of workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination, as described in subdivisions (a), (h), (i), (j), and (k) of Section 12940 of the Government Code.

Notwithstanding the above, nothing in this provision shall prevent or prohibit PLAINTIFF from testifying in any legal proceeding, including at deposition, hearing or trial, from cooperating in good faith in any governmental investigation or action, or from making any report required by law.

7.2. Material Term of Agreement: The Parties agree and acknowledge that this non-disparagement provision is a material term of the AGREEMENT, the absence of which would have resulted in the CITY's refusal to enter into this AGREEMENT.

7.3. Liquidated Damages: All Parties agree that if a proven breach of this provision were to occur, it would be difficult to determine actual damages. Based on what the Parties presently know, they agree that $250,000.00 is a reasonable estimate of the damages that would accrue if a proven breach occurred in the future; and all Parties agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party. Should any legal action be required regarding section 7.1, 7.2, or 7.3 of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.4 Prospective Employer Inquiries: CITY agrees that in response to any request for an employment reference, it will provide PLAINTIFF a neutral reference by confirming only PLAINTIFF's respective dates of employment with CITY, positions held with CITY, and if authorized in writing by PLAINTIFF, PLAINTIFF's last rate of pay. In response to employment

inquiries related to CITY, PLAINTIFF will state that she "resigned" from her employment with the CITY.

8. WAIVER OF ADDITIONAL CLAIMS

PLAINTIFF hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 4, 5, and 6 above.

9. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

9.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

9.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

9.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

9.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

9.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that PLAINTIFF fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against the CITY or the CITY PARTIES. In furtherance

of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

9.6. Indemnification: PLAINTIFF agrees to indemnify and hold harmless the CITY or the CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. PLAINTIFF understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 4 of this AGREEMENT. In addition, PLAINTIFF agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 4 of this AGREEMENT.

9.7. No Pending Claims and/or Actions: With the exception of the present matter, PLAINTIFF represents that she has not filed any complaints or charges against the CITY or the CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against the CITY or the CITY PARTIES on behalf of PLAINTIFF, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

9.8. Ownership of Claims: PLAINTIFF represents and warrants as a material term of this AGREEMENT that PLAINTIFF has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, PLAINTIFF further warrants and represents that none of the CLAIMS released by PLAINTIFF thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

9.9. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. This Agreement shall be binding upon each of the Parties hereto and is admissible into evidence to enforce its terms pursuant to Section 664.6 of the California Code of Civil Procedure and any equivalent federal law. Venue for enforcement purposes shall be in the Los Angeles County Superior Court where the Lawsuit currently is pending, which retains jurisdiction to enforce the terms of this Agreement. This Agreement shall be admissible in any proceeding to enforce its terms. By virtue of the foregoing language, the Agreement is intended to be binding and enforceable.

9.10. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

10. MISCELLANEOUS

10.1. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

10.2. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

10.3. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

10.4. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

10.5. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

10.6. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

10.7. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

10.8. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to PLAINTIFF:

Brock & Gonzales, LLP
Attn: Douglas Hayes, Esq.
6701 Center Dr West, Suite 610
Los Angeles, CA 90045

As to the CITY:

City Council
Attn: City Manager
701 E. Carson Street
Carson, California 90745

With a copy to:
Aleshire & Wynder, LLP
Attn: Sunny K. Soltani, Esq.
1 Park Plaza, Suite 1000
Irvine, CA 92614

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, PLAINTIFF has signed and executed this Agreement, and the attorneys for the CITY and PLAINTIFF, if any, have approved as to form as of the dates written below.

DATED: _____

PLAINTIFF

By: _____
Maria Williams-Slaughter

THE CITY

DATED: _____

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BROCK GONZALES, LLP

By: _____
Douglas Hayes, attorney for Maria Williams-Slaughter

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN SANTIAGO GARCIA, JR. AND CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

This case arises from a motorcycle incident which occurred on March 2, 2023. According to the Complaint, Plaintiff claims he lost control of his motorcycle, fell to the ground, and sustained personal injuries and damages due to an unavoidable, large, and irregular pothole in the road.

A search of City records confirmed that the City did not have actual notice of the defect. However, there is brief video evidence that shows Plaintiff riding and falling off of his motorcycle. Staff concedes it is possible that a jury could agree with Plaintiff's contention that he ran over a pothole causing him to lose control and sustain injuries, thus finding liability adverse to the City.

Therefore, staff respectfully recommends that City Council approve the Settlement Agreement.

II. RECOMMENDATION

TAKE the following ACTIONS:

1. APPROVE the Settlement Agreement and Release of All Claims between SANTIAGO GARCIA JR. and City of Carson; and
2. AUTHORIZE City Manager to execute the Agreement.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Plaintiff Santiago Garcia Jr.'s settlement demand to the City was presented in closed session on July 1, 2025. At that time, the City Council directed the City Attorney's Office to communicate acceptance of Plaintiff's settlement demand. Plaintiff and his attorney of record have signed the Settlement Agreement and Release of All Claims. The City Council is now asked to approve the Settlement Agreement and Release of All Claims between the Plaintiff Santiago Garcia, Jr., as well as authorize the City Manager to execute the Settlement Agreement on behalf of the City.

This case arises from injuries Plaintiff sustained as a result of a motorcycle incident that occurred on March 2, 2023 in or around 16953 South Central Avenue Carson, CA 90746. Plaintiff alleges he lost control of his motorcycle, fell to the ground, and suffered personal injuries and damages due to the City allegedly maintaining an unavoidable, large, and irregular pothole in the road. Plaintiff filed a Complaint in January 2024 alleging one cause of action—dangerous condition of public property. An investigation into the incident confirmed that the City did not have notice of the alleged defect. But there is uncertainty as to how a jury would decide on the matter due to video evidence depicting the subject incident.

V. FISCAL IMPACT

Third party liability claims payments are paid through City's claims trust account and are charged to claims reserves. There is no direct impact to the annual operating budget.

VI. EXHIBITS

1. Settlement Agreement

Attachments

Settlement Agreement and Release of All Claims between Santiago Garcia Jr. and City of Carson.pdf

Vinesign Document ID: A5FE1BE6-C0A5-46F3-BA46-C3683C721CDE

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into by and between Plaintiff SANTIAGO GARCIA, JR. ("Plaintiff"), and Defendant CITY OF CARSON ("City") (Plaintiff and the City collectively "Parties" or each singularly "Party"), to terminate fully and finally all disputes between the Parties arising out of or related to the lawsuit entitled *Santiago Garcia, Jr. v. City of Carson, et al.* (Los Angeles Superior Court Case No. 24CMCV00079) ("Action").

RECITALS

WHEREAS, the Action stems from an alleged motorcycle incident on March 2, 2023 on the roadway at or near 16953 and 17011 South Central Avenue, Carson, California 90746; and

WHEREAS, Plaintiff filed a Complaint on January 18, 2024 ("Complaint") against the City, alleging a dangerous condition of public property and seeking damages for injuries alleged to have resulted from the motorcycle incident on March 2, 2023; and

WHEREAS, the Parties hereto wish to terminate the Action, to avoid the uncertainty and costs of trial, and any potential appeals therefrom, and to resolve fully and finally all disputes which may exist by and between the Parties concerning the allegations set forth in the Complaint.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

AGREEMENT

In consideration of the facts, acknowledgements, agreements, general release, and promises contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. **Settlement Payment.** Following execution of this Agreement by the Plaintiff, Santiago Garcia, Jr., and his counsel, and receipt by the City of the executed Agreement, the executed original Request for Dismissal with prejudice as to the City (as referenced in Paragraph 3 of this Agreement) then the City shall pay to Plaintiff the total sum of THIRTY EIGHT THOUSAND DOLLARS ($38,000.00) (the "Settlement Sum"). The Settlement Sum shall be paid within 30 days of receipt of the executed Agreement and Request for Dismissal. Said Settlement Sum constitutes a full and complete settlement and compromise of any and all disputed claims the Plaintiff has or may have as to the City, arising out of or related to the allegations set forth in the Complaint. Payment shall be made in the form of a check or checks made payable to "~~FORMICA LAW GROUP~~ Client Trust Account," and delivered to Plaintiff's counsel. Stefano Formica APLC (SFG)

2. **Personal Injury Claims.** The Parties acknowledge and agree that the payment of the Settlement Sum shall and does hereby fully and totally compensate the Plaintiff for any and all property damage; personal and physical injury; including without limitation any pain, suffering, emotional distress, anxiety or trauma, and any physical manifestations thereof; and the medical treatments related thereto, arising out of or related to the allegations set forth in the

The signed document can be validated at https://app.vinesign.com/Verify

Complaint as to the City. Plaintiff further acknowledges that the injuries sustained by Plaintiff are of such character that the full extent and type of injuries are not known at the date hereof, and it is further understood that said injuries, whether known or unknown at date hereto, might possibly become progressively worse and that, as a result thereof, further damages may be sustained by Plaintiff. Nonetheless, Plaintiff desires by these presents to forever and fully release and discharge the City and understands that, by the execution of this instrument, no further claims may ever be asserted by Plaintiff as against the City.

3. **Dismissal of the Action with Prejudice.** Concurrently with the execution and delivery of this Agreement, Plaintiff shall cause his attorney of record in the Action to execute and deliver to the attorneys of record for the City, the original of a Request for Dismissal, with prejudice, with respect to the Action as to the City. Upon Plaintiff's receipt of the Settlement Sum, the attorneys for the City are authorized to proceed forthwith to cause such Request for Dismissal to be filed with the clerk of the court in and for the Los Angeles County Superior Court, and may do all other things necessary in order to cause the Action, including all claims and causes of action asserted therein, to be dismissed with prejudice and in their entirety as to the City. Plaintiff further agrees, after the payment of the above Settlement Sum, to take all necessary and further steps to ensure that the Action is dismissed with prejudice as to the City.

4. **General Release ("Release").** For good and valuable consideration, including, but not limited to, the payment of the Settlement Sum, the receipt and adequacy of which are hereby acknowledged, Plaintiff does hereby fully and irrevocably release and forever discharge the City, and its current and former employees, officials, agents, or representatives, or any of them ("Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, claims for subrogation, contribution, or indemnity (express or implied), demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent ("Claims"), which Plaintiff now has or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this Agreement including, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or relating to the allegations set forth in the Complaint, as well as any matters, causes, or things whatsoever that were, or have been, or could in any way have been, alleged in the pleadings filed in the Action.

5. **Covenant to Pay Liens.** Plaintiff hereby agrees to hold the City and/or the Releasees forever harmless from any and all liens, claims, demands, actions and causes of action which may presently exist or which may subsequently arise as a result of the allegations set forth in the Complaint, including, but not limited to, medical liens, attorney's liens, and liens heretofore or hereafter asserted by any entity, including, but not limited to, Medi-Cal and/or Medicare. Plaintiff further agrees to satisfy any and all liens upon receipt of the settlement proceeds.

6. **Indemnity.** Plaintiff agrees to defend and indemnify the City and/or the Releasees against, and will hold and save them and each of them harmless from, any and all third party actions, suits, claims, liens, damages to persons or property, losses, costs, penalties, obligations, or liabilities, including, but not limited to, medical liens, attorney's liens, and liens heretofore or hereafter asserted by any entity, including, but not limited to, Medi-Cal and/or Medicare, that may be asserted or claimed by any person, firm, or entity against the settlement proceeds being paid to Plaintiff under this Agreement. Plaintiff shall defend any such action and

pay all of the City's attorney's fees and costs, with the City having their choice of counsel.

7. **Discovery of Different or Additional Facts.** The Plaintiff acknowledges that he may hereafter discover facts different from or in addition to those that he now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of the Release set forth in Paragraph 4 of this Agreement, and expressly agrees to assume the risk of the possible discovery of additional or different facts, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

8. **Release of Unknown Claims.** The Release set forth above in Paragraph 4 of this Agreement is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims that the Plaintiff may have as a result of the Action, except for any claims that may arise from the terms of this Agreement.

9. **Waiver of Civil Code Section 1542.** Further, by initialing below, the Plaintiff acknowledges that he has been informed of the provisions of California Civil Code section 1542, and expressly agrees to waive and relinquish all rights and benefits he may have under California Civil Code section 1542. That section reads as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

_____ **(Santiago Garcia, Jr.)**

10. **No Other Pending Actions.** The Plaintiff represents that he has not filed any complaint(s) and/or charge(s) (other than the Complaint referenced above) against the City and/or the Releasees, arising out of or relating to the allegations set forth in the Complaint, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against the City and/or the Releasees, whenever filed, the Plaintiff will take all necessary and further steps to withdraw and dismiss the matter forthwith.

11. **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by the City and/or the Releasees, including the City's attorneys, all of whom have consistently taken the position that they have no liability whatsoever.

12. **Waiver of Subrogation; No Assignment of Claims.** The Plaintiff waives any and all subrogation claims. The Plaintiff represents and warrants that he is the owner of all released claims referred to herein, and no other person or entity has any interest therein. The Plaintiff warrants that he has made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or

has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorney's fees, costs, expenses, losses or claims referred to herein.

13. **Attorney's Fees and Costs**. Each Party hereto agrees to bear their own attorneys' fees and costs in connection with the Action and this Agreement.

14. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

15. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment.

16. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

18. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

19. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel. This Agreement shall be construed according to its fair meaning as prepared by both parties, and any uncertainty or ambiguity existing herein shall not be interpreted against either of the Parties.

20. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

21. **Reserved.**

22. **Governing Law; Venue.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce, invalidate, or interpret any provision of this Agreement shall be brought in Los Angeles County Superior Court or the United States District Court for the Central District of California.

23. **Enforcement Costs.** Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual attorneys' fees, costs,

and expenses, which are reasonably incurred, from the non-prevailing party, in addition to any other relief to which that party may be entitled. Such fees and costs shall not be limited by any statutory guidelines.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between Plaintiff and the City and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between Plaintiff and the City. The City may enter into agreements between each other to resolve issues between the City, which do not implicate Plaintiff, and which this Paragraph is not intended to encapsulate. As between Plaintiff and the City, each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. No representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release of All Claims, consisting of a total of six (6) pages, on the dates set forth below.

Dated: 07/25/2025

SANTIAGO GARCIA, JR., an individual

By: _____
Santiago Garcia, Jr.

Dated: _____

CITY OF CARSON, a Municipal Corporation

By: _____
David C. Roberts, Jr.
City Manager

APPROVED AS TO FORM:

Dated: 7/28/2025

FORMICA LAW GROUP

By: _____
Stefano G. Formica, Esq.
Attorneys for Plaintiff
SANTIAGO GARCIA, JR.

Dated: _____

ALESHIRE & WYNDER, LLP

By: _____
Stephen R. Onstot, Esq.
Attorneys for Defendant
CITY OF CARSON

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release of All Claims, consisting of a total of six (6) pages, on the dates set forth below.

Dated: _____ SANTIAGO GARCIA, JR., an individual

By: _____
Santiago Garcia, Jr.

Dated: _____ CITY OF CARSON, a Municipal Corporation

By: _____
David C. Roberts, Jr.
City Manager

APPROVED AS TO FORM:

Dated: _____ FORMICA LAW GROUP

By: _____
Stefano G. Formica, Esq.
Attorneys for Plaintiff
SANTIAGO GARCIA, JR.

Dated: 8/11/2025 ALESHIRE & WYNDER, LLP

By:

Stephen R. Onstot, Esq.
Attorneys for Defendant
CITY OF CARSON

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release of All Claims, consisting of a total of six (6) pages, on the dates set forth below.

Dated: _____

SANTIAGO GARCIA, JR., an individual

By: _____
Santiago Garcia, Jr.

Dated: 8/5/2025

CITY OF CARSON, a Municipal Corporation

By: _____
David C. Roberts, Jr.
City Manager

APPROVED AS TO FORM:

Dated: _____

FORMICA LAW GROUP

By: _____
Stefano G. Formica, Esq.
Attorneys for Plaintiff
SANTIAGO GARCIA, JR.

Dated: _____

ALESHIRE & WYNDER, LLP

By: _____
Stephen R. Onstot, Esq.
Attorneys for Defendant
CITY OF CARSON

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE CITY CLERK'S OFFICE

I. SUMMARY

The City's Standard Management Procedure (SMP) No. 3.33.1. Records Destruction, the Secretary of State's Record Management Guidelines and sections of the California Government Code, section 34090, provide the procedures and authority in appropriately retaining and destroying city records. The City Clerk's Office has reviewed certain documents and is seeking the City Council's approval to destroy certain city records. The records for destruction include bid packets from 1980 to 2011, inactive contracts from 1960 to 2011, election documents, public records request documents, bond releases, copies of ordinances and resolutions, certificates of posting, and copies of public comments all from the years 1960- 2015. According to the state law and the state's retention policy, all of these records only need to be kept the max of seven years. Contracts are only to be kept until five years after the completion of the contracted work and only contracts related to capital improvement projects need to be kept permanently. The attached list shows the breakdown of each box an the corresponding state code. There are 137 boxes eligible for destruction.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-095, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE CITY CLERK'S OFFICE

III. ALTERNATIVES

TAKE any other action deemed appropriate.

IV. BACKGROUND

Dr. Khaleah Bradshaw has long desired to begin the project of reviewing the nearly one thousand boxes in the vault in the basement of city hall. The staff began the task, along with the assistance of the Public Works staff, of reviewing the content of the boxes. It was determined that the life cycle of hundreds of documents had expired and were ready to be destroyed. The discovery also uncovered that there were already dozens of boxes labeled for destruction from previous projects that were not completed. In collaboration with the City Attorney's Office, Dr. Bradshaw has determined a list of boxes (Exhibit No. 1), eligible for destruction.

V. FISCAL IMPACT

The cost of shredding is based on a per box rate from CoroData and that rate has not yet been determined at this time.

VI. EXHIBITS

Exhibit No. 1- Destruction List
Exhibit No. 2- Resolution No. 25-095

Attachments

Exhibit No. 1 Destruction List.pdf

Resolution 25-095 - Destruction.pdf

Exhibit No. 1

Destruction List

Number of Boxes	Record Type	Years	Retention Code
41	Inactive Contracts	1960-2011	Active + 4/7 (Active until contract expires)
35	Bid Packets	1980-2011	AU+4 AU+5 CU+2
40	Election Documents		E+5
11	Public Records Requests Documents		CU+2
10	Certificates of Posting		CU+2

RESOLUTION NO. 25-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE CITY CLERK'S DEPARTMENT

WHEREAS, the City Clerk's Office has in storage a variety of records dating from 1960 to 2015; and

WHEREAS, Title 4, Division 1, Chapter 1, Article 4, Section 34090 of the California Government Code, provides that, with the approval of the legislative body by resolution and written consent of the city attorney, the head of a city department may destroy any city record, document, instrument, book, or paper, under the department head's charge, without making a copy thereof, after the same is no longer required; and

WHEREAS, the City Clerk, as the head of the City Clerk's department, has approved the proposed destruction of records itemized in Attachment "A" of this Resolution as the records have met their retention requirement and are not the subject of any claim, litigation, investigation or audit, and are no longer of any public use and possess no historical or legal value; and

WHEREAS, the City Clerk and the City Attorney have reviewed and approved the proposed destruction of the records itemized in Attachment "A" of this Resolution and determined that such destruction is consistent with applicable state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby approves and authorizes the destruction of the records listed in Attachment "A" to this Resolution.

SECTION 3. 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 4. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

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

PASSED, APPROVED and ADOPTED this 2nd day of September, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

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

I, _____, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-095, adopted by the Carson City Council at its meeting held on the 2nd day of September, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTACHMENT A

Destruction List

Number of Boxes	Record Type	Years	Retention Code
41	Inactive Contracts	1960-2011	Active + 4/7 (Active until contract expires)
35	Bid Packets	1980-2011	AU+4 AU+5 CU+2
40	Election Documents	1960-2011	E+5
11	Public Records Requests Documents	1960-2011	CU+2
10	Certificates of Posting	1960-2011	CU+2

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: Monica Cooper, City Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JULY 31, 2025 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending July 31, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $242,341,099.71

City of Carson available cash: $58,900,822.62

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

Total City of Carson restricted funds: $30,792,463.92

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate

IV. BACKGROUND

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

V. FISCAL IMPACT

None

VI. EXHIBITS

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

Attachments

Cash rpt JULY 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY JULY 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUCCESSOR SUMMARY JULY 2025.pdf

CITY OF CARSON PORTFOLIO HOUSING RESERVES SUMMARY JULY 2025.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
July 31, 2025

	Available Cash	Invested Funds
General Fund	$58,900,822.62	$242,341,099.71
Successor Agency (restricted revenue)	$13,081,575.34	$7,748,762.35
Housing Authority (restricted revenue)	$5,098,406.59	$3,000,000.00
Co-Op Agreement (restricted revenue)	$1,863,719.64	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JULY 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.220	6,960,853.56	6,960,853.56	6,960,853.56	2.87
Preferred Premier Cash	MM942	3.560	43,131,963.49	43,131,963.49	43,131,963.49	17.80
Sub Total / Average Cash		3.096	50,092,817.05	50,092,817.05	50,092,817.05	20.67
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	244,674.15	0.10
East/West Bank 4.1 10/21/2025	178417994C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178064422C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178622841D	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178502444C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178944242C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/28/2025	178585526B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178800198B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178011696B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178225460B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178002788B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.15 8/8/2025	178659182L	4.150	1,086,498.51	1,086,498.51	1,086,498.51	0.45
East/West Bank 4.15 8/8/2025	178740303L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178254698L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178208467L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178712582L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.09
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	3000006915-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.2 1/19/2026	3000023062	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023097	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83

Preferred Bank 4.2 1/19/2026	3000023070	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023100	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000002389	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.25 1/21/2026	3000023194	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.25 1/21/2026	3000023208	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.25 1/21/2026	3000023186	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.42 9/10/2025	300007199L	4.420	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 5.14 8/1/2025	6893B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 5.14 8/1/2025	6907B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	239,568.05	0.10
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	235,830.24	0.10
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	235,707.37	0.10
Sub Total / Average Certificate Of Deposit		4.135	45,634,938.87	45,634,938.87	45,605,718.68	18.83
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	292,290.00	0.12
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	291,879.00	0.12
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	293,307.00	0.12
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	291,573.00	0.12
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	291,426.00	0.12
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	484,230.00	0.21
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,944,705.00	0.83
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.258	26,481,545.61	26,481,545.61	26,481,545.61	10.93
Sub Total / Average Local Government Investment Pool		4.258	26,481,545.61	26,481,545.61	26,481,545.61	10.93
Money Market						
East/West Bank MM	22305	3.300	85,657,728.32	85,657,728.32	85,657,728.32	35.35
Sub Total / Average Money Market		3.300	85,657,728.32	85,657,728.32	85,657,728.32	35.35
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	971,670.00	0.41
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	999,450.00	0.41
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	980,070.00	0.41
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	964,590.00	0.41
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	965,880.00	0.41
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,972,920.00	0.83
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	473,439.35	0.20
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	996,050.00	0.41
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,000,950.00	0.41
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	978,820.00	0.41

FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	963,690.00	0.41
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	964,020.00	0.41
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	972,030.00	0.41
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	962,840.00	0.41
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	965,180.00	0.41
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	964,700.00	0.41
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	961,780.00	0.41
FHLB 4.25 4/30/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	997,980.00	0.41
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	998,670.00	0.41
FHLB 4.5 5/22/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	1,998,740.00	0.83
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	999,370.00	0.41
FHLMC 4.625 3/6/2030	3134HBBT7	4.625	1,000,000.00	1,000,000.00	996,290.00	0.41
Sub Total / Average US Agency		2.506	23,474,069.86	23,455,569.46	23,049,129.35	9.69
US Treasury						
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	999,460.00	0.41
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,001,210.00	0.41
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	988,790.00	0.41
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	992,620.00	0.41
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	997,460.00	0.41
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	997,890.00	0.41
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,002,730.00	0.41
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	1,002,460.00	0.41
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	998,360.00	0.41
Sub Total / Average US Treasury		3.965	9,000,000.00	8,940,656.92	8,980,980.00	3.71
Total / Average		3.454	242,341,099.71	242,258,379.75	241,812,624.01	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JULY 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.560	6,252,465.98	6,252,465.98	6,252,465.98	80.69
Sub Total / Average Cash		3.560	6,252,465.98	6,252,465.98	6,252,465.98	80.69
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.258	1,496,296.37	1,496,296.37	1,496,296.37	19.31
Sub Total / Average Local Government Investment Pool		4.258	1,496,296.37	1,496,296.37	1,496,296.37	19.31
Total / Average		3.695	7,748,762.35	7,748,762.35	7,748,762.35	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JULY 31, 2025

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER (1) APPROVING A PUBLIC WORKS AGREEMENT WITH MCWIL SPORTS SURFACES INC. FOR REMOVING AND INSTALLING THE GYM FLOORING AT VETERANS SPORTS COMPLEX; (2) APPROVING A PURCHASE ORDER WITH MCWIL SPORTS SURFACES INC. FOR THE GYM FLOORING MATERIALS AND SUPPLIES, FUNDED BY LOS ANGELES COUNTY MEASURE A ANNUAL ALLOCATION; AND (3) ADOPTING RESOLUTION NO 25-083 AMENDING THE FISCAL YEAR 2025/2026 BUDGET (CITY COUNCIL)

I. SUMMARY

As of January 3, 2025, the City of Carson has an allocation balance of $4,807,639.38 in Measure A Annual Grant Funds - overseen by the Los Angeles County Regional Parks Open Space District (RPOSD) - which can be requested to be used for park projects. A total of $4,020,429.14 has been earmarked for Mills Park Public Works Project No. 1636 and $314,815 for the Veterans SportsComplex Bleachers, leaving a balance of $472,395.24.

Staff submitted an application for use of these funds, and was subsequently approved by RPOSD, to remove and install new flooring in the main gym of the Veterans SportsComplex in the amount of $336,685 (Exhibit No. 1). Community Services/Recreation Division, in collaboration with Public Works, recently completed an Invitation for Bids (IFB #25-11) to solicit a vendor for this project (Exhibit No. 2). McWil Sports Surfaces Inc. was determined to be the lowest responsive and responsible bidder. Staff is requesting approval of a contract with McWil Sports Surfaces Inc., for the amount not to exceed $171,920 (Exhibit No. 3). Separately, staff is recommending that the City Council approve the award of a Purchase Order in an amount not to exceed $164,765 to McWil Sports Surfaces Inc. to provide materials and supplies needed for the floor installation.

To fund this endeavor, staff is recommending that the City Council adopt Resolution No. 25-083 to amend the FY 2025/2026 budget to allocate the needed support (Exhibit No. 5).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Public Works Agreement between the City of Carson and McWil Sports Surfaces Inc. for an amount not-to-exceed of $171,920.00 (Exhibit No. 3); and
2. AUTHORIZE the Mayor to execute the Public Works Agreement following approval as to form by the City Attorney; and

3. APPROVE the Purchase Order issued to McWil Sports Surfaces Inc. for an amount not to exceed $164,765 procured under CMC Section 2611(g) (Cooperative Purchasing bidding exemption) and Sourcewell Contract #031022-GER; and
4. AUTHORIZE the City Manager or designee to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Public Works Agreement and Purchase Order out of the Proposition A Annual Allocation grant funding; and
5. ADOPT Resolution No. 25-083, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (Exhibit No. 5).

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson has an allocation balance of $4,807,639.38 in Measure A Annual Grant Funds - overseen by Los Angeles County Regional Parks Open Space District (RPOSD) - which can be requested to be used for park projects. A total of $4,020,429.14 has been earmarked for Mills Park Public Works Project No. 1636 and $314,815 for the Veterans SportsComplex Bleachers, leaving a balance of $472,395.24.

The gymnasium floor at the Veterans Sports Complex has reached the end of its useful life and requires replacement. Over the years, the flooring has experienced significant wear and tear, resulting in surface damage and safety concerns. A new gym floor is necessary to maintain a safe and high-quality facility for the community, recreation programs, sports leagues, and public events . Staff submitted an application to RPOSD to request funds to support this project. The application was subsequently approved, and is now being brought to the City Council to utilize the award.

On June 18, 2025, staff issued Invitation for Bids, IFB No 25-11 on PlanetBids via the City's online portal, seeking qualified contractors to perform the removal of the existing gym floor and installation of a new flooring system at Veterans Sports Complex. The scope of work included demolition and disposal of the existing floor, preparation of the sub floor, and installation of a new athletic-grade gym floor, along with associated finishing work. Notice of the IFB was posted in accordance with Carson Municipal Code (CMC) Section 2800 on the City's website, at the City's public notice locations, and published in the Daily Journal newspaper on June 18, 2025. Bids were due on July 3, 2025.

In response to the IFB, the City received five bids as summarized below (Exhibit No. 6):

Bidder	Bid Amount Submitted to Planet Bids	Bid Amount Verified by City
1. Geary Floors Inc.	$140,000.00	$140,000.00
2. Coastal Construction Team	$155,000.00	$155,000.00
3. McWil Sports Surfaces Inc.	$171,920.00	$171,920.00
4. Zuma Construction Group Inc.	$219,000.00	$219,000.00

5. Perfection Painting Corp.	$299,800.00	$299,800.00

Bids were reviewed for completeness of response and compliance with IFB No. 25-11 requirements. Following the competitive bidding process, McWil Sports Surfaces Inc. was identified as the lowest responsive and responsible bidder.

Geary Floors Inc, who submitted the lowest bid rescinded their bid leaving Coastal Construction Team as the lowest bidder. Upon review, staff determined that the Coastal Construction Team ("CCT") bid was not responsive due to failure to meet all criteria as a Connor Certified Installer, whereby award to this vendor would result in jeopardizing the warranty on City-furnished material. Pursuant to 2610(i), the City's Purchasing Manager issued a Notice of Non-Responsible Bid ("Notice") to CCT on July 10, 2025 via e-mail and U.S. Mail. Within this notice, the City provided a written determination of non-responsibility, afforded the bidder the opportunity to rebut the adverse evidence and present evidence of qualifications, advised the bidder of the rebuttal process, and notified the bidder of the protest process in the event there is determined to be insufficient evidence to reverse the initial determination. Following this Notice, the bidder provided a written response but failed to include sufficient evidence to reverse the initial determination – the City's Purchasing Manager after consideration of the rebuttal, provided the bidder with the final determination of responsibility which failed to meet the requirements necessary to reverse the initial determination.

On July 28, 2025, the Purchasing Division issued a Notice of Intent ("NOI") to Award pursuant to CMC 2610(g). Following the issuance of the NOI, CCT submitted a formal protest ("Protest Letter") received via U.S. Mail on August 4, 2025 (Exhibit No. 7). After careful review and consideration of the issues raised in the Protest Letter and consultation with the City Attorney's Office, the City's Purchasing Manager formally responded by rejecting the arguments raised in the Protest Letter via e-mail on August 13, 2025 (Exhibit No. 8) pursuant to CMC 2613(h)(1), and notified the protester of their right to appeal City's decision within three (3) business days of the decision notification and that any further protest determination was to be made by the City Council during its regular meeting on September 2, 2025 unless the protester were to withdraw their bid protest prior to that time. The three (3) business day appeal period concluded with no appeal received. As such, the protest determination stands, and the protest procedure is considered complete.

As a result, McWil Sports Surfaces Inc. was determined to be the lowest responsive and responsible bidder. McWil Sports Surfaces Inc. has extensive experience in gym floor installation and has successfully completed similar projects for municipalities and school districts in the region. Their proposal meets all project specifications and timelines.

Staff determined it more advantageous to purchase materials separately from the installation labor. The purchase of the flooring material will be made pursuant to Sourcewell Contract #031022-GER (Exhibit No. 9). Sourcewell is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Sourcewell contracts bring considerable value and efficiency to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Each solicitation and RFP contain language which includes all qualified customers in all fifty states. Sourcewell contract purchasing solutions are reviewed by the Sourcewell Board of Directors and awarded on the members' behalf. The Sourcewell quote was prepared on July 18, 2025, and is valid until August 18, 2025. This quote is good for 30 days and includes significant discounts (Exhibit No. 10 - 11).

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any Local, County, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has decided that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances.

The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized through the Sourcewell program complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of the purchase materials, the cost for which is an amount not to exceed $164,765. The Purchasing Manager has also waived the need for a formal contract for purchase of the materials, as permitted under Section 2606(b) of the CMC (Exhibit No. 4).

Staff recommends awarding a public works contract to McWil Sports Surfaces Inc. for the installation of a new gym flooring system for Veterans Sports Complex and approving a Purchase Order in an amount not to exceed $164,765 to McWil Sports Surfaces Inc. to provide materials and supplies needed for the floor installation.

V. FISCAL IMPACT

The proposed Public Works Agreement with McWil is for a not-to-exceed amount of $171,920.00. Additionally, the requested Purchase Order to McWil for flooring materials is for an amount not to exceed $164,765. The total request for the purchase of materials and the installation of the new gym flooring is $336,685.

Should the City Council approve the staff's recommendation, the following accounts will record the expenditure and the grant reimbursement, per the proposed Resolution No. 25-083. The total maximum amount RPOSD will reimburse City for this Project is $336,685.00 including related reimbursable expenses as specified.

- General Ledger Account No. 222-80-840-102-7001, Maintenance and Repairs $336,685.00

VI. EXHIBITS

1. Notice to Proceed - VSC Gym Floors
2. IFB 25-11 Packet
3. Public Works Agreement - McWil Sports Surfaces
4. Purchasing Waiver
5. Resolution No. 25-083
6. IFB 25-11 Bid Register
7. IFB 25-11 Protest Letter - Coastal Construction Team
8. IFB 25-11 Protest Response Letter - Coastal Construction Team
9. Sourcewell Agreement
10. Quote for Materials - McWill Sports Surfaces
11. Connor Sports Gym Floor Specifications

Attachments

Notice to Proceed - VSC Gym Floors
IFB 25-11 Packet
Public Works Agreement - McWil Sports Surfaces
Purchasing Waiver
Reso 25-083 - Veterans SportsComplex Gym Floors.pdf
IFB 25-11 Big Register
IFB 25-11 Protest Letter - Coastal Construction Team
IFB 25-11 Protest Response Letter - Coastal Construction Team
Sourcewell Agreement
Quote for Materials - McWil Sports Surfaces
Connor Sports Gym Floor Specifications

LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT

BOARD OF DIRECTORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

Director
NORMA E. GARCÍA-GONZÁLEZ

District Administrator
CHRISTINA ANGELES, ESQ.

Assistant District Administrator
MARK GLASSOCK

Date: 07/18/2025

City of Carson
701 East Carson Street
Carson CA 90745

NOTICE TO PROCEED

VETERANS SPORTSCOMPLEX GYM FLOOR REPLACEMENT
MASTER AGREEMENT NO. A15
NTP NO. A1526001
STUDY AREA NO. 161

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. A15, dated October 17, 2024 ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated July 16, 2025, for the project described as the Veterans SportsComplex Gym Floor Replacement ("Project").

1. Scope of Work

   Removal of existing main basketball gym flooring and the installation of new athletic-grade hardwood flooring.

2. NTP Performance Period

   Start Date: 07/18/2025

   End Date: 2/28/2026

   Grantee must submit all claims and required documentation to RPOSD that shall be no later than 12 months following the Performance Period end date.

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is $336,685.00 including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.

   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.

   c. Ensure NTP NO. A1526001 appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. Work authorized pursuant to this NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

Mark Glassock (Jul 18, 2025 09:37 PDT)

RPOSD Representative Signature

Mark Glassock

RPOSD Representative (Name)

Assistant District Administrator

RPOSD Representative (Title)

Date: 07/18/2025

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Application

09522 - Annual Allocation Work Plan - Final Application

11836 - Veterans SportsComplex Gym Floor Replacement
Measure A

Status:	Awarded	**Submitted Date:**	07/16/2025 3:08 PM	**Submitted By:**	Tim Grierson
Grants Officer Assigned:	Martha Lopez				

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Salutation	Tim (First Name)	Middle Name	Grierson (Last Name)
Title	Recreation Superintendent			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Primary Contact			
Department Name*	Community Services - Recreation			

Authorized Official

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Mr. (Salutation)	David (First Name)	Middle Name	Roberts (Last Name)
Title	City Manager			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Authorized Signer			
Department Name*	City Managers Office			

Organization Information

Agency/Organization Name*	City of Carson - Carson	161 (Study Area Number)	CARS (M&S Code)

Agency/Organization Type

What is your Agency/Organization Type?*	Public Agency

Agency/Organization Contact Information

Agency/Organization Website	www.carsonca.gov		
Agency/Organization Phone*	310-830-7600	1125 (Ext.)	

Physical Address
All paper-based grant-related correspondence will be mailed to this address, unless a different address is provided below.

Agency/Organization Physical Address*	701 E. Carson Street

*	Carson City	California State/Province	90745 Postal Code/Zip

Is this the same as the Mailing Address?* Yes

Mailing Address
Skip this if Mailing Address is the same above.

Mailing Address

	California State/Province	
City		Postal Code/Zip

Agency/Organization Financial Information

Tax ID* 952513547

List the ROLES/TITLES of the individuals identified as Authorized and Designated signers per your agency's adopted resolution or proof of jurisdiction support.* David Roberts - City Manager
Tim Grierson - CS Recreation Superintendent
Luchie Magante - CS Principal Administrative Analyst
Garrett Roberts - PW Principal Administrative Analyst

Grants Officer Assigned

Grants Officer Martha Lopez

Supervisorial District(s)

Old SD 2

New SD 2

Good Standing Status Issues, if any:

RPOSD VIEW ONLY

Good Standing Status Comments

Project Description

Grant Project Title* Veterans SportsComplex Gym Floor Replacement
50-character limit. Please note that characters include spaces and punctuation.

2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.

Scope of Work* Removal of existing main basketball gym flooring and the installation of new athletic-grade hardwood flooring.

750-character limit. Please note that characters include spaces and punctuation.

Project Type* Development
Choose your project type

Project Location Information

Location Name* Veterans SportsComplex
i.e. park name, open space name, etc. Must enter a name. Actual or potential

Physical Location 22400 Moneta Ave., Carson, CA 90745
e.g. 1000 S. Fremont Ave, Alhambra, CA 91803. If no physical address, input Latitude and Longitude

AIN FOR ACQUISITION ONLY

Assessor's Identification Number (AIN)
For assistance in finding the AIN number please visit the Los Angeles County Assessor Portal.

Are additional locations part of this project?

Land Access/Tenure

*Please note that if the answer is **Yes** the applicant must provide proof in supporting documents section below. If the answer is **NO** the applicant must provide written consent or other documentation to develop project. Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.*

Is your agency the landowner of the proposed project location(s)?	Yes
Will your agency be responsible for the long term grant obligations?	Yes
If your Agency will not be responsible for the long-term grant obligations, please explain. Note: An Assignment and Assumption of Grant Agreement (AAGA) will be required.	
Who is the landowner?	
Landowner Contact's name and email	

Reporting Requirements

Supervisorial District*	2
Park ID Required for Existing Facilities	
Park ID*	6249 CPAD Unit ID. If no CPAD Unit ID, write 'N/A'
Study Area*	Carson - 161
Level of Need*	High

Soft Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount

Hard Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
Materials	02/28/2026	Measure A Annual Allocation	Carson - 161	$164,765.00
Labor	02/28/2026	Measure A Annual Allocation	Carson - 161	$171,920.00

Other Funding Narrative

Please explain other funds to support this project. 750-character limit.	

Total Costs

Total RPOSD Soft Costs	$0.00
RPOSD Soft Costs Percentage	0
Total RPOSD Hard Costs	$336,685.00
RPOSD Hard Costs Percentage	100.0
Total RPOSD Amount	$336,685.00

Exception to the Rule

Based on the Exception to the Rule, does this project require Community Outreach and Engagement?*

No

If the answer is **yes**, the remainder of the form MUST be completed.

Community Outreach and Engagement Requirements

What is the total project budget (including outside funding sources)?*

$50,000.00 - $1,000,000.00

Did your organization plan/complete Information Sharing and Participatory Engagement? *

No

If not, please explain

This project is replacing the Veterans SportComplex's main basketball gym's floors with new floors.

500-character limit. Please note that characters include spaces and punctuation.

Language Access Requirements

Our agency has a TIER 1 Requirement

Our agency has a TIER 2 Requirement

Our agency has a TIER 3 Requirement

Community Outreach and Engagement - COMPLETED

Has Community Outreach and Engagement been conducted for this project?

No

Community Outreach and Engagement - PLAN

Date of Engagement

Time of Day

Engagement Type

Outreach Type

Location

Before or After Project Start

Description of Outreach

1000-character limit. Please note that characters include spaces and punctuation. Briefly describe your Information Sharing or Participatory Engagement efforts.

Is there additional Community Outreach and Engagement planned?

No

Annual Allocation (AA) Work Plan

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
Quote for Labor	07/03/2025	Quote - Labor.pdf	Labor	Yes	
Quote for Materials	07/15/2025	Quote - Materials.pdf	Materials	Yes	
Funding Acknowledgement Plan - Signage	07/16/2025	Signage Mockup.pdf	Funding Acknowledgement Signs	Yes	
Photos of Current/Old Floors	07/16/2025	Photos of Current Gym Floors.pdf	Current State of the Floors	Yes	
Grant Deed - Veterans Park	07/16/2025	Grant Deed - Veterans SportsComplex.pdf	Deed	Yes	
Grant Boundary Map - VSPC Gym Floors	07/16/2025	Grant Boundary Map - VSPC Gym Floors.pdf	Grant Boundary Map	Yes	
confirmation of parcel listed on deed	07/16/2025	City of Carson_ WebGrants - Application - 11836 map.pdf		Yes	

Notice to Proceed

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Implementation

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Closeout Requirements

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

NTP A1526001 City of Carson

Final Audit Report 2025-07-18

Created:	2025-07-17
By:	Agie Jordan Iii (ajordan@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbx0eA-i4w5jQUarxunXuiqwjcwxEgAyu

"NTP A1526001 City of Carson" History

Document created by Agie Jordan Iii (ajordan@rposd.lacounty.gov)
2025-07-17 - 9:24:13 PM GMT- IP address: 173.196.252.175

Document emailed to Mark Glassock (MGlassock@rposd.lacounty.gov) for signature
2025-07-17 - 9:26:54 PM GMT

Email viewed by Mark Glassock (MGlassock@rposd.lacounty.gov)
2025-07-17 - 9:27:00 PM GMT- IP address: 20.159.64.138

Document e-signed by Mark Glassock (MGlassock@rposd.lacounty.gov)
Signature Date: 2025-07-18 - 4:37:41 PM GMT - Time Source: server- IP address: 170.85.55.7

Agreement completed.
2025-07-18 - 4:37:41 PM GMT

Purchasing Division
701 E. Carson Street
Carson, CA 90745

INVITATION FOR BIDS (IFB) NO. 25-11

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

VETERANS SPORTS COMPLEX GYM FLOOR REPLACEMENT

ISSUE DATE:	**06/18/2025**
MANDATORY JOB-WALK/PRE-BID MEETING:	**06/24/2025 | 10:30 AM**
QUESTIONS DEADLINE:	**06/25/2025 | 02:00 PM**
BID DEADLINE:	**07/03/2025 | 10:00 AM**

BIDS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC BIDS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late bids will be accepted. Bids received after the deadline established will not be considered. Bidders and strongly encouraged to carefully read the entire IFB and are solely responsible for the timely submittal of complete bids. The City reserves the sole right to evaluate the bids submitted, waive any irregularity therein, approve sub-contractors (if applicable), and select or reject bids, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids by the date and time specified. Any City response for 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 submissions are not confidential and are subject to release in response to a public records request after negotiations are complete.

Please note, in the event of a conflict between any details included in this IFB 25-11 and any details in PlanetBids, this IFB 25-11 shall control and govern.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.su/Finance/Bidding.aspx

IFB 25-11
VETERAN'S SPORTS COMPLEX GYM FLOOR REPLACEMENT

Table of Contents

A.	Summary	2
B.	Specific Bid Requirements	2
C.	Questions and Addenda	3
D.	Bidder Qualifications	3
E.	Mandatory Pre-Bid Meeting	4
F.	Project Location and Performance Schedule	4
G.	Insurance Requirements	5
H.	Pricing and Bid Sheet	6
I.	Bid Opening, Document Review and Award of Contract	7
	Project Scope and Specifications	8
	ARS DIN Specifications	10
	Public Works Agreement	14

Additional Documents Available as Downloads from PlanetBids

1. Affidavit of Non-Federal Lobbyist Requirements
2. Affidavit of Non-Collusion and Non-Discrimination
3. Debarment and Suspension Certification
4. W-9 Request for Taxpayer Identification Number and Certification
5. Acknowledgment of Insurance Endorsements
6. Certificate of Labor Compliance with Labor Code Section 3700
7. Client Reference List – Construction
8. Contract Insurance Checklist – Small Construction
9. Instructions for Entering Electronic Bids

A. SUMMARY

The City of Carson; hereinafter referred to as "City" is seeking a qualified contractor to remove and replace the existing gymnasium wood flooring system at Veterans SportsComplex. The work shall include demolition, slab preparation, installation or a new wood athletic flooring system, and associated finishes. Please reference the Project Scope and Specifications for details.

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

No bid may be withdrawn for a period of ninety (90) days once bids have been opened by the Purchasing Manager or assigned designee.

No contract exists on the part of the City until the City Council has made the award and a Purchase Agreement has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled bid opening date.

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

B. SPECIFIC BID REQUIREMENTS

All bids in response to this IFB must be submitted electronically on PlanetBids no later than the due date and time established. Please allow 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 bid after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered bids will not be accepted.

Bidders will be required to complete "item" fields in PlanetBids that include description, quantity, and price. In addition to completing all required fields in PlanetBids, bidders will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table.

Required Bid Sections and Documents		
1	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective vendor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If bidder is a corporation, certification should include a statement that corporation is in good standing with the California Secretary of State.	Required
2	**Subcontractor List** (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable

3	**Modification, Changes or Exceptions to the Public Works Agreement** (Exhibit B)) Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
4	**Cost** **I**nclude all relative pricing information	Required
5	**Affidavit of Non-Collusion and Non-Discrimination** (download from PlanetBids)	Required
6	**Affidavit of Non-Federal Lobbyist Requirements** (download from PlanetBids)	Required
7	**Debarment and Suspension Certificate** (download from PlanetBids)	Required
	Client Reference List – Construction Provide three (3) references for projects of similar size and scope within the past three (3) years (download from PlanetBids)	Required
8	**W-9 Request for Taxpayer Identification Number and Certification** (download from PlanetBids)	Required
10	**Acknowledgment of Insurance Endorsements** (download from PlanetBids)	Required

Every document uploaded to PlanetBids must include bidder name and **IFB No. 25-11.**

C. QUESTIONS AND ADDENDA

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

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

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

D. BIDDER QUALIFICATIONS

Bidders must hold an active and valid California contractor license at the time of bid submission and throughout the duration of the project. The appropriate license classifications for this project include:

- Class B – General Building Contractor
- Class C-15 – Flooring and Floor Covering Contractor

Bidders who do not meet the minimum qualifications will be disqualified.

Prevailing Wage: This is a public works project subject to the requirements of the California Labor Code, including but not limited to the payment of prevailing wages. All contractors and subcontractors shall comply with the provisions of Labor Code Sections 1770-1784 and must be registered with the Department of Industrial Relations.

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

E. MANDATORY PRE-BID MEETING

Location: Veterans SportsComplex, 22400 Moneta Avenue, Carson, CA 90745

Date & Time: 06/24/2025 | 10:30 AM

A **mandatory pre-bid meeting** will be held as detailed in the Notice Inviting Bids.

Attendance is required in order to submit a bid. Contractors who do not attend the meeting **will be disqualified** from bidding on this project.

Prompt arrival is required. Late arrivals will not be admitted or permitted to sign in, and no exceptions will be made.

The purpose of the pre-bid meeting is to:

- Review and discuss the **Scope of Work**
- Address any questions regarding the bid documents
- Allow contractors to verify site conditions and **square footage**
- Review the **existing pre-construction conditions**, including those specific to the gymnasium's location **below grade**

Contractors are strongly encouraged to review the bid documents prior to the mandatory pre-bid meeting and come prepared with questions.

F. PROJECT LOCATION & PERFORMANCE SCHEDULE

Project Location:

Veterans SportsComplex
22400 Moneta Avenue
Carson, CA 90745

Performance Schedule: TBD upon contract award

Anticipated Project Schedule *(subject to change*):

Issue IFB	**06/18/2025**
Bid Due Date	**07/03/2025**
Award of Contract	**August 2025**
Contract Execution & Notice to Proceed	**August 2025**
Completion Date	**ASAP**

G. INSURANCE REQUIREMENTS

The selected contractor must comply with the insurance requirements detailed in the Public Works Agreement and below within the Contract Insurance Checklist. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid. Failure to submit may result in City rejecting the bid as being materially non-responsive to this IFB.

If a bidder 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. 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.

H. PRICING AND BID SHEET

Bidders shall provide everything necessary, at their own expense including, but not limited to labor, prep work, materials, supplies, parts, tools, and equipment required to provide the required products. The lump sum bid price must include all necessary materials and fees to provide the required vehicles. Permits, licenses and fees must be obtained at the awarded Bidder's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

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

BID SHEET

Bidders, incompliance with this project, having examined the specifications, City of Carson Insurance Requirements, City of Carson Terms and Conditions, related documents and the site of the proposed work, having become completely familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work at rates stated below, which are to cover all expenses incurred in performing the work.

SCOPE: IFB 25-11 Veterans SportsComplex Gym Floor Replacement

TOTAL BASE BID AMOUNT* including all labor, materials, freight, performance bond, payment bond, and applicable tax:

Figures_____

Words_____

The undersigned agrees that if there is a discrepancy between the written amount and the numerical amount of the Bid Price, the written amount shall control and govern.

COMPLETION TIME: _____ DAYS AFTER NOTICE TO PROCEED

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY _____

SIGNED_____ DATE_____

I. BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All bids will be opened publicly by the Office of the City Clerk, via PlanetBids, on the date and time established. Bid documents must be submitted on time and meet the minimum requirements outlined in the Specifications/Cost Sheet.

Bids will be evaluated on the basis of the response to all provisions of the IFB. The award, unless bids are rejected, shall be pursuant to Carson Municipal Code (CMC) Section 2610 (i) Award to Lowest Responsive and Responsible Bidder. Unless bids are rejected as provided in this Chapter, all contracts of the City for the purchase of materials, supplies, equipment, and services of a value exceeding $75,000, except as otherwise provided in this Chapter, shall be awarded to the lowest responsible and responsive bidder. "Lowest responsible and responsive bidder" means the bidder who submits the lowest monetary bid that responds to the terms upon which bids were requested, and who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract.

Once award is determined, a Notice of Intent to Award will be issued via PlanetBids to all participants of this IFB.

Bid protest procedures may be obtained from Purchasing. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

No contract exists until the City Council has made the award, and the Contract Services Agreement has been fully executed.

PROJECT SCOPE AND SPECIFICATIONS

VETERANS SPORTSCOMPLEX GYM FLOOR REPLACEMENT

IFB NO. 25-11

The City is seeking a qualified contractor to remove and replace the existing gymnasium wood flooring system at Veterans SportsComplex. The project includes demolition, slab preparation, installation of a new Connor ARS flooring system, and associated finish work.

Scope of Work to Be Performed

The awarded contractor shall perform the following tasks:

1. Preparation and Demolition
    - Bleacher removal will be performed by others and not included in this scope of work.
    - Contractor shall demolish and dispose of the existing wood floor system and wall base.
2. Concrete Slab Inspection and Preparation
    - Inspect concrete slab for flatness using a 10-foot straight edge.
        - Slab must meet a flatness tolerance of 1/8 inch over 10 feet.
        - Notify the City's Contracting Officer if the slab is out of tolerance meaning the concrete slab does not meet the required flatness standard.
        - Apply self-leveling concrete slurry if correction is required.
    - Perform moisture testing using relative humidity (RH) probes.
        - RH levels must not exceed 86%.
        - Notify the City's Contract Officer if RH levels exceed the allowable limit.
3. Installation of New Flooring System
    - Upon slab acceptance, install the new Anchored Rezill Sleeper DIN flooring system as manufactured by Connor Sports, maintaining a 1½-inch expansion gap along the perimeter.
        - Install 6-mil vapor barrier.
        - Install Rezill sleeper subfloor system per manufacturer's DIN-certified specifications.
        - Install 2½" x 25/32" second grade maple hardwood flooring or better.
    - Sand, seal, stripe, and finish the new floor:
        - Two (2) coats of Advantage Coatings SportTone sealer.
        - Paint game lines and center court logo to match existing layout.

        - Two (2) coats of Advantage Coatings Defense finish.

4. Bleacher Coordination
    - Coordinate with bleacher installers to sand, seal, and finish flooring beneath the bleachers prior to their reinstallation.
    - Complete remainder of floor finishing once bleachers are fully installed.
5. Additional Requirements
    - Remove and reinstall all existing thresholds at doorways.
    - Replace existing volleyball floor cover plates with new units (JayPro or Sports Imports).
    - Install new black vented cove base to match existing in size and style.
    - Replace two (2) electrical brass floor covers.

General Requirements

- Contractor shall comply with all applicable local, state, and federal codes and safety regulations.
- All work shall be performed in accordance with manufacturer specifications and industry best practices.
- Contractor shall coordinate work with City staff and to minimize disruptions.
- Site shall be kept secure and clean throughout the project duration.
- Contractor is responsible for proper disposal of all demolition and construction debris.

ARS DIN SPECIFICATIONS

VETERANS SPORTS COMPLEX GYM FLOOR REPLACEMENT

IFB NO. 25-11

PART 1 – GENERAL

1.1 DESCRIPTION

Related work specified under other sections.

Concrete Subfloors – Section 03 _ _ _

Floor profile height (specify or delete):

2-5/8" (67mm) profile height when including 25/32" (20mm) wood flooring floor surface.

The general contractor shall furnish and install the concrete subfloor, depressing the slab sufficiently to accommodate the floor system. The slab shall be steel troweled and finished smooth to a tolerance of 1/8" in any 10' (3mm in any 3m) radius by the general contractor. High spots shall be ground level and low spots filled in with approved leveling compound by the general contractor to the full approval of the Flooring Installer.

Concrete slab aggregate shall be 3/4" (19mm) screen crushed limestone or similar type material, no river gravel or pea gravel, free of curing agents. Concrete shall develop an average of 3,500 psi (24 MPa) compression after 28 days.

Membrane Waterproofing – Section 07 _ _ _

Concrete subfloors on or below grade shall be adequately waterproofed beneath the slab and at the perimeter walls and on earth side of below grade walls by General Contractor using suitable type membrane.

1.2 REFERENCES

MFMA – Maple Flooring Manufacturers Association

1.3 QUALITY ASSURANCE

Manufacturer

Manufacturer of resilient flooring shall be a firm specializing in manufacturing products specified in this section.

Manufacturer of floor system and hardwood flooring surface shall be verified as a "Zero Waste" company confirmed through SWCA third-party auditing.

Basis of design shall be **"Anchored Rezill Sleeper DIN"** floor system as provided by Connor Sports.

Materials other than those listed must be approved 10 days prior by written addendum. Materials from non-approved manufacturers will not be accepted.

Installer (Flooring Contractor)

The complete installation of the flooring system, as described in the scope of these specifications, shall be carried out by an experienced installer (Flooring Contractor), and the work shall be performed in accordance with most recent installation instructions of the manufacturer.

Installer (Flooring Contractor) shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.

Installer (Flooring Contractor) shall be a Connor certified installer.

Performance Testing

Floor system shall have been independently evaluated according to established performance standards for the athletic flooring industry.

Compliance of the athletic floor standard(s) for specified system as provided by Connor Sports at www.connorsports.com.

1.4 SUBMITTALS

Specification - Submit Connor "**Anchored Rezill Sleeper DIN**" specification sheets.

Sample - Submit one sample of specified system, if requested by architect.

Maintenance Literature - Upon completion of floor installation, send to owner, attendants, or individuals in charge and responsible for the upkeep of the building, a CARE CARD. This card spells out care and maintenance instructions including temperature and humidity ranges for areas where flooring is installed.

1.5 WORKING CONDITIONS

The wood flooring specified herein shall not be installed until all masonry, painting, plaster, tile, marble, and terrazzo work is completed, and overhead mechanical trades and painters have finished in the wood floor areas. The building shall be enclosed and weathertight.

The concrete subfloor shall be determined dry by industry standard testing procedures, free of foreign materials and turned over to the installer (Flooring Contractor) broom clean. Moderate room temperature of 65 degrees (18 degrees Celsius) or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate the humidity conditions that will prevail when the building is occupied.

Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a range of temperature and humidity compatible with the expected low and high moisture content of the flooring. The wood moisture content range is determined by the Flooring Installer based on the facility's mechanical controls and/or geographical location.

Flooring must be stored in a dry, well-ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied.

General Contractor shall lock floor area after floor is finished to allow proper cure time. If general contractor or owner requires use of floor after proper cure time, he shall protect the floor by covering with non-marring Kraft paper or red rosin paper with taped joints until acceptance by owner of complete floor.

Working conditions as described above shall be followed. Variations and substitutions shall be submitted for approval to the architect who shall advise Connor of the same.

1.6 HUMIDITY CONTROL

Since all wood flooring will expand and contract as relative humidity varies, it is important to minimize extremes between low and high. Hardwood flooring is manufactured at moisture content most compatible with a 35%-50% relative humidity range. Geographical regions and available mechanicals determine the typical range of temperature and humidity for each facility. Maintaining a 15% fluctuation between highest and lowest average indoor relative humidity provides limited shrinkage and growth. Facility managers should make use of available HVAC systems to prevent excessive tightening and shrinkage of flooring.

1.7 WARRANTY

Connor warrants that the materials it has supplied will be free from manufacturing defects for a period of one year. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied in operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness. This warranty is expressly limited to the flooring materials (goods) supplied by Connor. This warranty does not

cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable atmospheric conditions, or chemical action, nor does it apply to damage caused by ordinary wear, misuse, abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, faulty or unsuitable subsurface or site preparation, settlement of the building walls or faulty or unprofessional installation of Connor flooring systems.

Connor shall not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials (goods) not complying with this agreement, or at their elections, to the repayment of, or crediting buyer with, an amount equal to the purchase price of such materials (goods), whether such claims are for breach of warranty or negligence. Any claim shall be deemed waived by buyer unless submitted to Connor in writing within 30 days from the date buyer discovered, or should have discovered, any claimed breach.

PART 2 – PRODUCTS

2.1 MATERIAL

Vapor Barrier – minimum 6-mil (0.2mm) polyethylene.

Subfloor

Resilient Pads - Connor 1/2" (12mm) Rezill pad.

Sleeper – 1" (25mm) x 3" (76mm) x 8' (2.4m) plywood with anchor pockets provided.

Subfloor Sheeting – 15/32" (12mm) APA rated sheathing, Exposure 1.

Flooring Surface

Connor Laytite Maple

25/32" X 2-1/4" (20mm x 57mm), Second & Better Grade, Northern Hard Maple flooring, TGEM, MFMA Grade marked and stamped as manufactured by Connor Sports, Amasa, MI.

Fasteners

Flooring Fasteners

Maple Surface - Minimum 2" (51mm) barbed cleats or coated staples.

Subfloor Fasteners

Subfloor Plywood – 1-1/2" (38mm) coated staples

Concrete Anchors – minimum 2-1/2" (57mm) collared, steel drive pins.

Finish Materials

Water-based sealer and finish compatible with gameline paint

Game Lines

Paint shall be compatible with finish used.

Wall Base

3 in x 4 in (76mm x 102mm), extruded Connor Designer Sport Base

Color Options – Black, Yellow, Navy Blue, Blue, Purple, Green, Orange, Red

PART 3 – EXECUTION

EXECUTION

Inspect concrete slab for proper tolerance and dryness. Report any discrepancies to general contractor and architect in writing.

Concrete slab shall be broom cleaned by general contractor.

Installer shall document all working conditions provided in General Specifications prior to commencement of installation

INSTALLATION

Subfloor

Cover concrete with poly, lapping joints a minimum of 6" (152mm).
Place sleepers 16" (406mm) on center at a right angle to finished flooring, staggering end joints 48" (1.2m) in adjacent rows.
Secure sleepers to concrete with steel anchors inserted into anchor pockets provided. Maintain proper anchor penetration with Connor "Sure Stop" installation tool and procedure.
Install plywood subfloor with 8' (2.4m) edges parallel to, and resting on, sleepers.
Set plywood in staggered brick pattern and offset plywood end joints by 24" (610mm) from sleeper end joints.
Maintain 1/4" (6mm) spacing on all edges. Fasten plywood to sleepers using 1-1/2" (38mm) staples attached 12" (305mm) on center along all sleeper locations.
Provide 1-1/2" (38mm) expansion voids at perimeter and at vertical obstructions.
Install solid blocking at doorways, under bleachers in stacked position, and below portable goals.

Maple Flooring

Install maple flooring parallel to main playing court by power nailing or stapling to PowerStrip channels.
End joints shall be properly driven up.
If required, size joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
Provide 1-1/2" (38mm) expansion voids at perimeter and at all vertical obstructions.

FINISHING

Maple Flooring

Machine sand with coarse, medium, and fine paper to a smooth, even and uniform surface.
Remove sanding dust from entire surface by tack or vacuum.
Inspect entire area of floor to ensure that surface is acceptable for finishing, clean and completely free from sanding dust.
Apply two (2) coats of approved seal and two (2) coats of approved finish per manufacturer's instructions.
Buff and clean floor between coats.
Apply game lines as indicated on drawings in between second seal coat and first finish coat.

BASE INSTALLATION

Install Connor Designer Sport Base to walls using adhesives.

CLEANING

Remove excess and waste materials from the area of work.

FOR REFERENCE ONLY – DO NOT COMPLETE

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND

_____

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 _____, _____ ("**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 "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Services shall include Contractor's Proposal or Bid Documents submitted for the project entitled _____ ("**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, "**Proposal**" or "**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 2018 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.

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.

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.

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.

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.

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.

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.

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.

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.

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."

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 ten percent (10%) of the Contract Sum 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:

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.

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.

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.

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.

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 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 the "Schedule of Compensation," attached hereto as Exhibit C 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 _____ Dollars ($_____) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. 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 _____ (____) 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:

_____	_____
(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 _____ 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 CG 00 01, 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.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 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.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

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.

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 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 Eastern 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.

Supporting Documentation. The Contractor shall submit all claims in the following format:

Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

Chronology of events and correspondence related to the claim.

Statement of grounds for the claim.

Analysis of the claim's cost, if any.

Analysis of the claim's time/schedule impact, if any.

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.

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.

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.

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.

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.

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.

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.

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.

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.

All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

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.

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.

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:

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.

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.

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.

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 counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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.

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

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONTRACTOR:

_____

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address:
_____
_____
_____

***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

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

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

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***.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

DESCRIPTION	QUANTITY	PRICE

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

A. Line items for all personnel describing the work performed.

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

C. Line items for the price and quantity of all materials, equipment and work.

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

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

III. The total compensation for the Project shall not exceed $_____as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

We, _____, 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 **_____ U.S. Dollars and ____ Cents ($_____)**. 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 E

PAYMENT BOND

PROJECT NO. _____

We, _____, 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 **_____ U.S. Dollars and _____ Cents ($_____)**. 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.

ANCHORED REZILLSLEEPER™ DIN

SPECIALTY HARDWOOD SYSTEM



connorsports.com

CONNOR® SPORTS
Where Champions Play™

CONNOR® SPORTS
Where Champions Play™

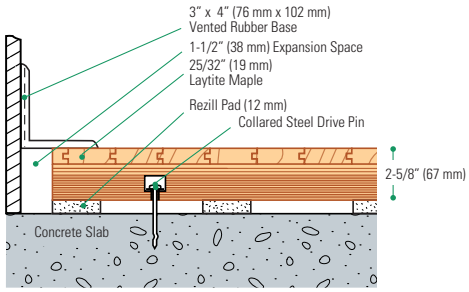
ANCHORED REZILLSLEEPER™ DIN
SPECIALTY HARDWOOD SYSTEM

ARS DIN provides the ability to easily adjust the system's profile height to meet retrofit dimensions without compromising athletic performance values by using singular pinned anti-squeak anchors and Rezill™ Pads for excellent resilient life and non-athletic loading.

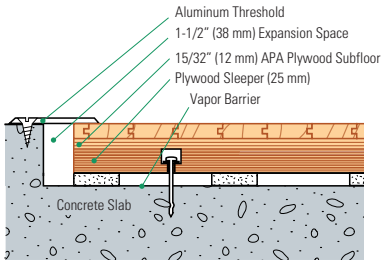
- ARS DIN incorporates plywood sleepers with Rezill pad resilience, supporting an upper subfloor layer.
- ARS DIN provides the ability to adjust profile height to meet retrofit dimensions without compromising athletic performance values.



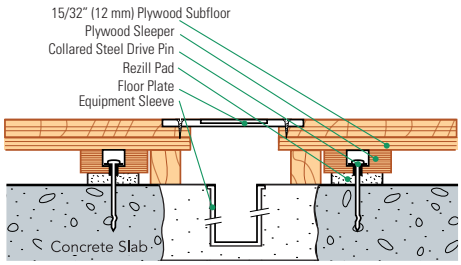
Wall Base Detail



Threshold Detail (Optional Accessory)



Equipment Detail (Optional Accessory)



Manufacturing:
ISO 14001:2015

Recycled Contribution:
Includes components with recycled content

Testing Laboratory:
United States Sports Surfacing Laboratory

Certified Testing:
ISS Scientific Body Membership

Green Status:
Managed Forests, Certification Available

Customer Service: 800.283.9522 | info@connorsports.com | connorsports.com/products

Where Champions Play™

TARAFLEX® SPORTS FLOORING | CONNOR SPORTS | SPORT COURT

©2024 Connor® is a registered trademark of Connor Sports. TLT022

a company of Gerflor

Veteran's Park First Floor



PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
MCWIL SPORTS SURFACES 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 MCWIL SPORTS SURFACES 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 "IFB No. 25-11Veterans Sports Complex Gym Floor Replacement" ("**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 One Hundred Seventy One Thousand Nine Hundred Twenty Dollars ($171,920) ("**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 fifteen (15) 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:

Jason Ganes _	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 Freddy Loza, Public Works Superintendent, 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
[pks;rjl]

CONTRACTOR:

MCWIL SPORTS SURFACES INC.

*By: _____
Name: Jason Ganes
Title: Vice President

*By: _____
Name: _____
Title: _____

Address: 135 155th St.
Gardena, CA 90248

***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 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

CONTRACTOR'S BID

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$171,920.00		
1			Reference Bid Sheet	LS	1	$171,920.00	$171,920.00	Yes	Bid if for installation and finish materials only

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. Subsection (a) of Section 5.1 "Insurance Coverages" is hereby amended to read as follows:

> "(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~~***1***,000,000 per occurrence, $~~10~~***2***,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."

II. Subsection (e) "Pollution Liability Insurance" of Section 5.1 "Insurance Coverages" is hereby deleted in its entirety.

EXHIBIT C

PERFORMANCE BOND

We, MCWIL SPORTS SURFACES 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 **One Hundred Seventy One Thousand Nine Hundred Twenty U.S. Dollars ($171,920.00)**. 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, MCWIL SPORTS SURFACES 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 **One Hundred Seventy One Thousand Nine Hundred Twenty U.S. Dollars ($171,920.00)**. 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	$ -	#####

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: Sourcewell

Vendor: Gerflor USA Inc

Contract #: 031022-GER

Solicitation #: RFP #031022

Contract Effective Date: 05/27/22

Contract Expiration: 05/26/2026

Specify the purchase details:

Amount: $164,765

Vendor: McWil

Written justification/description of purchase:

For the purchase of materials, products, or supplies as provided under the Sourcewell Solicitation #RFP #031022, including, but not limited to the following categories: subflor panels, vented wall base, subfloor systems, maple flooring, etc. Connor Sports is a subsidiary of Gerflor and McWil is a certified distributor of Connor Sports material.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature:

Date: 07/28/25

Name/Title: Michael Whittiker, Jr. / Director of Community Services/Recreation/Park Maintenance

Purchasing:

Date: 07/29/25

Josilla Togiola, Purchasing Manager

RESOLUTION NO. 25-083

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUNDS AND SPECIAL REVENUE FUNDS

WHEREAS, the City Council adopted the Fiscal Year (FY) 2025-26 budget on June 17, 2025 via Resolution No. 25-076; and

WHEREAS, the City has determined it necessary to amend the FY2025-26 General Fund budget and Special Revenue Funds budget to install and replace gym floors at the Veterans SportsComplex; and

WHEREAS, the City is eligible and approved up to $336,685 by LA County to use current Annual Allocation funds from Measure A.

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

Section 1. The following amendments will be made to the City's FY2025-26 budget.

Account	**Description**	**Increase/(Decrease)**
222-80-840-102-7001	Maintenance & Repairs	$336,685

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 September 2, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 2nd day of September 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. 25-083 adopted by the City of Carson City Council at its meeting held on September 2, 2025, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *INVITATION FOR BID (IFB) 25-11 – VETERANS SPORTS COMPLEX GYM FLOOR REPLACEMENT*

BID OPENING DATE: *07-03-25* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Geary Floors Inc.	Matt Allen	7/2/25 11:07AM		$140,000	
2.	Coastal Construction Team	Kris Dena	6/29/25 1:22pm		$155,000	
3.	McWil Sports Services Inc.	Jason Chanes	7/3/25 9:18AM		$171,920	
4.	Zuma Construction Group Inc.	mahyar Raji	7/3/25 9:10AM		$219,000	
5.	Perfection Painting Corp.	Antonia Marquez	7/3/25 9:05AM		$299,800	
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Tomisha Haywood TH
Print Legibly Initials

City Clerk: T. Haywood
Signature

Staff Present: Freddy Loza, Rica Robertson RR
Print Legibly Initials

PlanetBids Opened By: ~~Rica Rob~~ Shelly McGhee, Senior Buyer SM
Print Legibly Initials

Coastal Sports Flooring DBA

Coastal Construction Team
4924 Balboa Blvd. Suite 461
Encino, CA 91316
Phone (818) 850-0695 Fax (866) 880-1610

Date: June 14, 2025

To: City of Carson, Procurement Services

RE: Notice of Non-Responsible Bid for Invitation for Bids No.25-11 – Veterans Sports Complex Gym Floor Replacement

Dear City of Carson,

This letter is intended as a response to Bid No.25-11 – Veterans Sports Complex Gym Floor Replacement. This letter is sent on behalf of the Coastal Sports Flooring DBA Coastal Construction Team regarding the City's Invitation for Bids No. 25-11 (the "IFB") for Veterans Sports Complex Gym Floor Replacement.

Per the mandatory job walk and addendum that was issued thereafter by the City of Carson, the city advised it was to purchase the gym floor material directly from the Manufacturer. Connor Sports Floors only sells directly through one dealer in the Southern California area. Consumers can only purchase their products from the one designated dealer within this area, restricting your ability to compare prices or services without competition, thus giving the one dealer control and potential for higher prices and essentially eliminating a competitive bidding process.

California Public Contract Code Section 3400 mandates that specifications for bids on public works projects must not limit bidding to a specific concern or designated brand name unless followed by the words "or equal," allowing bidders to propose equivalent materials, products, or services. Since the City of Carson is purchasing the material directly from the manufacturer, this eliminates the substitution process to propose an alternative product and submit a substitution request for review.

Coastal Sports Flooring are certified dealers and Installers of Aacer Sports Flooring which is a gym floor manufacturer and Maple Flooring Manufacturers Association (MFMA) member like Connors Sports Floors and has an equal and better product called the Anchored Power Sleeper compared to the "Anchored Rezill Sleeper DIN" floor system as provided by Connor Sports. We have extensive experience installing this type of floor system specified.

Coastal Sports Flooring is a Maple Flooring Manufacturers Association (MFMA) accredited Installer of sports floors, and we have extensive experience in installing the gym flooring similar to the particular the floor system as described in the IFB for Veterans Sports Complex Gym Floor Replacement

The Manufacturer Connor Sports Flooring only provides a limited duration one-year warranty against manufacturing defects for their sports flooring systems from the date of shipment. The One-Year Manufacturer's Warranty Doesn't Cover: Accidental damage such spilling liquids, or other accidents. Deterioration from regular use. Damage resulting from improper use or lack of maintenance. Installation errors, If the product was installed incorrectly

Coastal Sports Flooring has a standard two-year warranty on installation and workmanship and offers a Lifetime Warranty Program for new wood floors that we have installed, provided that Coastal Sports Flooring is permitted to continuously maintain the floor by screening & recoating it.

Our team possesses the expertise and experience necessary for the seamless and efficient installation of this gym floor product and are fully equipped and prepared to handle the installation of this product with the highest level of professionalism and precision.

I look forward to hearing from you, Thank you in advance.

Sincerely,

Kristian Dena,

Coastal Sports Flooring DBA

Coastal Construction Team

Sports Floor Contractor

Sports Floor Contractor

Sports Floor Contractor

Sports Floor Contractor

Sports Floor Contractor

Sports Floor Contractor

2025-2026

CERTIFICATE OF MEMBERSHIP

Sports Floor Contractor Member

Coastal Sports Flooring

Is a member in good standing of the
Maple Flooring Manufacturers Association

MFMA MEMBER
SPORTS FLOOR CONTRACTOR | 25-26

Todd Braun
PRESIDENT

Expires June 30, 2026

Steve Bernard
EXECUTIVE VICE PRESIDENT

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 903985

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/16/2025 10:33:45 AM

Business Information

COASTAL CONSTRUCTION TEAM
dba COASTAL SPORTS FLOORING

4924 BALBOA BLVD SUITE 461
ENCINO, CA 91316
Business Phone Number:(818) 399-7179

Entity Corporation
Issue Date 09/25/2007
Reissue Date 03/14/2019
Expire Date **03/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C15 - FLOORING AND FLOOR COVERING
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: 100429080
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DORIAN DENA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/14/2019

Purchasing Division
701 E. Carson Street
Carson, CA 90745

August 13, 2025

VIA EMAIL

Coastal Sports Flooring DBA Coastal Construction Team
4924 Balboa Blvd. Suite 461
Encino, CA 91316
P: (818) 850-0695 F: (866) 880-1610

Re: Coastal Construction Team's Protest of Award for Invitation for Bids. No. 25-11 – Veterans Sports Complex Gym Floor Replacement

Dear Mr./Ms. Dena,

This letter serves as the City of Carson's ("City") formal response to your correspondence received via U.S. Mail on August 4, 2025, titled "RE: Notice of Non-Responsible Bid for Invitation for Bids No. 25-11 – Veterans Sports Complex Gym Floor Replacement," which appears intended as a Protest of Award.

The City acknowledges receipt of your letter related to Invitation for Bids ("IFB") No. 25-11. While your submission does not include all items required under Section 2613 of the Carson Municipal Code (such as a formal request for relief and the failure to properly label the document as an official protest), it substantially complies with the procedural requirements and has been reviewed in accordance with the City's protest process outlined in CMC Section 2613.

Please note that the correspondence received is dated June 14, 2025, prior to the issuance of IFB No. 25-11 by the City. For the purposes of this notice, your submission shall be referred to as the "Protest Letter" despite these discrepancies.

The purpose of this letter is to: (1) respond to your Protest Letter and each material issue raised therein as required by CMC 2613(h)(1); (2) to provide a formal protest determination as required by CMC 2613(h)(5); and (3) to notify you that any further need for protest determination may be made by the City Council during its regular meeting on September 2, 2025, concurrent with the decision to award the contract, unless you withdraw your bid protest prior to that time.

The City has conducted a full review of the issues raised in your Protest Letter and the City's files related to the IFB, and, without waiver of any rights conferred upon the City, hereby responds as follows:

- The Protest Letter alleges that the City violated California Public Contract Code ("PCC") Section 3400 by requiring that bidders meet the qualification of being a Conor Certified Installer for the elected City-furnished material.
  After thorough review, the City has determined that PCC 3400 is not applicable as you've applied it in the Protest Letter because the City's project, as clearly stated in the IFB, only calls for installation of the materials because the City will be supplying its own

materials in the form of a Connor Sports Flooring system. The City clearly outlined the requirement that all bidders be a Conor Certified Installer to be considered for award.

- As you noted, PCC 3400 prohibits specifying a single brand/product without allowing for "or equal" unless certain findings are made. However, as discussed above, the flooring material was not part of the contractor's bid scope and was instead furnished directly by the City. In your Protest Letter you state it was not permissible for City to purchase materials directly from the manufacturer because this "eliminates the substitution process to propose an alternative product and submit a substitution request for review." However, because contractors were not responsible for procuring the flooring material, the provisions of PCC 3400 do not apply to this solicitation. The IFB sought bids strictly for the installation of pre-purchased material, and therefore did not limit competition in violation of public contract law.

- Additionally, what you seem to be suggesting is that City is not permitted to solicit bids for installation only, where City already has materials in its possession. If indeed this is what you are suggesting, this statement is patently false. For example, if City had purchased the materials two years ago and placed it in storage, and is just now opting to have the materials installed, I question whether you would have submitted the protest at all because this scenario very obviously permits City to solicit for only installation services. The subject project is no different with regards to City's ability to procure materials separate from installation – the only difference is timing where one concerns consecutive procurements over a period of time and the other (the current project) concerns concurrent procurements, both of which are legally permitted.

- Finally, assuming *arguendo* that the City were to acknowledge PCC 3400 applies here, subsection (c) is clear that there are statutorily enumerated exceptions to having to include "or equal" language in the solicitation where a particular material, product, thing, or service is designated by specific brand or trade name. Among those exceptions is where ***there's a need to match other products in use on a particular public improvement either completed or in the course of completion.*** For the subject project, it is clear that the IFB unequivocally called out Conor Certified Installers as one of the requisite qualifications for installation in order to match the requirements of the manufacture of the Connor Sports Flooring system that the City is currently in the course of installing as part of its public improvement project. Accordingly, the City's IFB, as proposed, does not violate PCC 3400.

- The Protest Letter states that: “Consumers can only purchase [Connor Sports Products] from one designated dealer within this area, restricting your ability to compare prices or services without competition, thus giving the one dealer control and potential for higher prices,” and “[Anchored Power Sleeper] is an equal and better product,” and “[Connor’s] one-year warranty.. does not cover a range of issues.. [Aacer Sports Flooring] offers a two-year warranty and a lifetime maintenance program.”
    - After thorough review, the City has determined that to the extent your protest serves the purpose of assessing the City’s needs by presenting substitution material which the protester believes is more suitable for the City’s needs, this is not an allowable basis for protest under CMC 2613(c)(1) through (3), which provides that protests on the following grounds shall not be considered: (1) an evaluator’s professional judgment of the quality of a response, or (2) the proposer’s assessment of the agency’s needs or requirements; or (3) any grounds other than those listed in subsection (b) shall not be considered. Therefore, the portions of your protest made on the grounds that your proposed substitute material is more suitable to the City cannot be considered by the City and will not be further reviewed. Only protests based on the ground specified in CMC 2613(b) may be considered.

- Based on the foregoing, Purchasing does not believe any further investigation as requested in the Protest Letter is warranted or necessary to ensure that the recommended award pursuant to the IFB complies with applicable law.

- Please confirm in writing to the Purchasing Manager within the next (3) business days whether you would like to withdraw your protest in light of the above response.

- PLEASE TAKE NOTICE, pursuant to CMC 2613(h)(5), you have the right to appeal the above protest determination to the City Council within the next (3) business days.

- PLEASE TAKE NOTICE, pursuant to CMC 2613(h)(6), that your protest (unless withdrawn) will be determined by the City Council at its regular meeting commencing at 5:00 p.m. on September 2, 2025 in the City of Carson City Hall, Helen E. Kawagoe Council Chambers, 701 E. Carson St., Carson, CA 90745, at which you shall have the right to appear and be heard, but no further appeal rights are afforded to you. If you attempt to challenge the City Council’s action or decision on this matter in court, you may be limited to raising only those issues you or someone else raised at the hearing or in written correspondence delivered at or prior to the hearing. The protest determination will be made concurrent with the City Council’s consideration of a decision to award the contract(s) pursuant to the IFB.

The City values open competition and transparency in its bidding and contracting process. However, it must also adhere to public procurement laws and project specifications designed to serve the public interest, ensure performance quality, and maintain consistency across City

Purchasing Division
701 E. Carson Street
Carson, CA 90745

projects.

Thank you and please do not hesitate to contact me if you have any questions regarding the above.

Sincerely,



Josilla Togiola
Purchasing Manager
E-mail: jtogiola@carsonca.gov
Telephone: (310) 952-1758 Ext. 1237

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

Sourcewell

Solicitation Number: RFP #031022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gerflor USA, Inc., 750 Veterans Pkwy., Bolingbrook, IL 60440 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Athletic Surfaces with Installation, and Related Equipment, Materials, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Gerflor USA, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Benjamin Bachman 91A4A14783B740D...
By: _____	By: _____
Jeremy Schwartz	Benjamin Bachman
Title: Chief Procurement Officer	Title: President & CEO
Date: 5/24/2022 | 9:52 PM CDT	Date: 5/27/2022 | 6:31 AM PDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 5/27/2022 | 8:53 AM CDT

DocuSign Envelope ID: 9C5AC4F6-EFC1-42D7-A79C-4B152CF028A8

RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

Vendor Details

Company Name:	Gerflor USA
Does your company conduct business under any other name? If yes, please state:	No
Address:	595 Supreme Drive Bensenville, IL 60106
Contact:	Joel McCausland
Email:	joel.mccausland@gerflor.com
Phone:	801-706-6071
Fax:	801-706-6071
HST#:	36-3313608

Submission Details

Created On:	Thursday February 03, 2022 12:44:45
Submitted On:	Thursday March 10, 2022 05:16:04
Submitted By:	Joel McCausland
Email:	joel.mccausland@gerflor.com
Transaction #:	ce7d5046-5dc8-4bb1-96ef-b2734d7ff9af
Submitter's IP Address:	174.52.160.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Gerflor USA, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Gerflor USA, Connor Sport Court International LLC, and Connor Sport Flooring LLC are all wholly owned subsidiaries of G.S.C Holding, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Gerflor, Gerflor USA, Connor Sports, Sport Court, Connor Sport Court International LLC	*
4	Provide your CAGE code or DUNS number:	DUNS# 11 5375503	*
5	Proposer Physical Address:	Gerflor USA 750 Veterans Pkwy Bolingbrook, IL 60440	*
6	Proposer website address (or addresses):	www.gerflorusa.com www.connorsports.com www.sportcourt.com www.portafloor.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Benjamin Bachman President & CEO 750 Veterans Pkwy Bolingbrook, IL 60440 bbachman@gerflorusa.com 630-561-2013	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joel McCausland Director, Sales Support 5455 W. Harold Gatty Drive Salt Lake City, UT 84116 joel.mccausland@gerflor.com 801-706-6071	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None--all requests for information can be routed through Joel McCausland (#8, above)	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Gerflor USA was established in 1984 and has been continuously operating since that time, but some of the subsidiaries involved in this contract have been in business far longer. Connor Sports, the leading provider of hardwood sports surfaces, was established in 1872. Sport Court, the originator of both indoor and outdoor modular tile for sports use, was established in 1974, and added the Portafloor-brand products line in the 1990s. Gerflor's Taraflex, the original cushioned sheet-vinyl sports surface, was invented by our group in 1947. Our company's core values are an integral element of our daily work lives and provide guidance to our strategic direction and tactical decisions. We strive to improve people's lives by providing safe and creative flooring solutions that exceed their needs and contribute to a better world. We value and practice Teamwork, Respect & Integrity, Accountability & Commitment, Customer Success, and Entrepreneurship & Agility. Although the product offerings of the Gerflor Group are wide and varied across both Commercial and Sports products, for the purposes of this contract, we bring the deepest line-up of world-class sports-surfacing solutions of any company in the world. With over 150,000 successful installations worldwide, we make a legitimate claim to being the World's Largest CourtbuilderTM. Our business philosophy is to create innovative, specialized solutions that better serve the needs of our sports-flooring customers than other alternatives, and to deliver those solutions with the highest levels of support from our sales, installation, service and technical teams. In the world of sports flooring, safety and injury protection are paramount considerations, and the product offerings across all our brands help us create the safest and highest-performing places to play for our customers. Product innovation and continuous improvement are hallmarks of our operation and industry reputation, and we bring new and better products to market each year, but the trust and respect we enjoy in our various markets is representative of our long history of customer care and service, and of the durable, high-quality products we provide.	*
11	What are your company's expectations in the event of an award?	We are actively and currently engaged in promoting our involvement in group-purchasing organizations, and believe it helps us deliver the best solutions and service at fair and honest pricing to our customers. We have grown our activity and presence in this industry space over the past 10 years, with regular increases YOY in overall GPO revenues. We anticipate continuing our ongoing promotion and training of field sales personnel, both our employees and independent agents, and in aggressively growing the overall percentage of our business in the public sector through cooperative-purchasing relationships.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a privately held and self-funded enterprise, we are not much involved with SEC filings, credit/bond ratings, or letters of credit. Please find the Financial Summary and bank Reference Letter in the Upload folder.	*
13	What is your US market share for the solutions that you are proposing?	Although some segments of the indoor and outdoor sports-flooring market are not generally measured by trade associations, we do have reliable indicators of our percentage of market share in various sub-segments. For example, we are a founding member of the Maple Flooring Manufacturers Association (MFMA) and share some information about market share among member mills. While that may not cover every hardwood-floor installation in N. America, the strength of the MFMA brand means that most high school, higher education, and professional leagues specify that the maple strip used in sports flooring bears this certification. Outdoor sports flooring, by contrast, may still include (at least in some minds) non-resilient surfaces like concrete, asphalt and even hard-court surfacing which installs a thin layer of paint over a concrete substrate. None of these surfaces come close to meeting ASTM F2772 standards for sports surfacing, so they are not included in the market-share assessment here. In the indoor synthetic space, resilient vinyl and rubber are the most common materials used, and we provide those through our Taraflex (Gerflor) and Connor Sports brands. In terms of breadth and depth of product offerings, we are not aware of any other N. American manufacturer/supplier that can meet customer needs across all categories. Please refer to the Market Share document in the Upload folder for more information.	*
14	What is your Canadian market share for the solutions that you are proposing?	Please refer to the Market Share document in the Upload folder for more information.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Gerflor USA and its North American subsidiaries are the manufacturers of all products included in this proposal. We manage and validate the raw materials provided by our suppliers and operate in ISO-certificated manufacturing facilities in the U.S. and Europe, allowing us to confirm that our products meet our highest standards of quality, functionality and performance. Our sales and distribution structure varies slightly from brand to brand, but in each case, our sales, management, operations and logistical functions are controlled by our company. We utilize both employees and non-employee agents in our sales forces, and all sales, installation, technical and service personnel are bound by well-established requirements and guidelines, and in operating to our standards of customer care. In some cases, these mandates are regulated by contract; in other cases, the strength of long-term relationships and shared business commitments provides the support and reinforcement needed to ensure that our brands are represented to our and our customers' satisfaction.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In our industry, most of the relevant certifications and licenses are representative of our commitment and desire to provide the best products possible for our customer, and not mandated by government or industry groups. While most of the following citations are voluntary, we believe they demonstrate our leadership in our industry, and in operating in a manner consistent with our values regarding the environment, best business practices, and in a fair and honest manner. As a European manufacturer, our Gerflor-brand products are governed by REACH (Registration, Evaluation, Authorization and Restriction of Chemicals), legislation passed by the European Union to restrict any harmful chemicals that might be used in the manufacture of construction materials. All Gerflor-brand products, including our sports surfaces, are 100% REACH-compliant. We have chosen to certify our factories under the ISO standards, ensuring quality and repeatability in our operations. Our products are FloorScore-certified, signifying the lowest levels of VOCs and ensuring Indoor Air Quality measures that exceed all governmental regulations, including the California Prop 65 standards. Our products are tested to ensure appropriate contribution to LEED and other environmental standards. Our new product development process includes the creation of a full Lifecycle Analysis, with the publishing of Environmental Product (EPD) and Health Product Declarations (HPD) where applicable. Connor Sports is a founding and charter member of the Maple Flooring Manufacturers Assocation (MFMA), and a member of the Forest Stewardship Council, which ensure proper management and lumber-harvesting practices, and contribute to the overall environmental health of our North American forest lands. At the local level, business- and contractor-licensing requirements vary by state and locale, but all our independent installation and service partners are required to obtain and keep current those licenses and certifications. We choose to work with only those agents and partners whose commitment to customer service and care, and proper installation and maintenance of our products, aligns with ours.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None of our companies/employees has been subject to any suspension or disbarment proceeding during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our Gerflor brand received the prestigious 2021 Healthcare Design Nightingale Award for new product development of Mipolam Evo, and our Clic engagement system for LVT products won the Red Dot for design excellence.	*
20	What percentage of your sales are to the governmental sector in the past three years	Across the four product brands included in this proposal, sales to government entities (federal, state, cities & towns, etc.) is approximately 12% of our total revenues.	*
21	What percentage of your sales are to the education sector in the past three years	Across the four product brands included in this proposal, sales to educational customers (higher ed, public, private, etc) is approximately 34% of our total revenues.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	In addition to our current contract for Athletic Surfacing with Sourcewell—and as part of our effort to increase our involvement and activity with GPOs and cooperative-purchasing entities—we have recently won contracts with Vizient (leading healthcare organization, utilizing our commercial-flooring products) and BuyBoard. We are in our 'first steps' with BuyBoard, with no significant sales to date, but in our first partial year of operation with Vizient, have seen revenues of approximately $225,000 generated through the relationship since April 2021. We also recently joined FUZE (commercial flooring cooperative) as an authorized vendor but are still in the process of getting set up in their system. We are also a vendor member of Starnet (flooring-industry cooperative) and have been operating under a Sourcewell contract for athletic surfacing for the past eight years. Please see the Cooperative Purchasing grid in the Upload folder for more detail on these cooperative-purchasing relationships.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Both Gerflor USA and Connor Sport Court International held GSA contracts several years ago; however, we found less business value in these relationships than with Sourcewell and our other cooperative-purchasing contracts. In addition, many of our federal- and other-government customers seem more open to using contracts other than GSA, which can entail an inordinate amount of administrative work to manage.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Carolina State University	Jason Spivey	919-271-0830	*
City of Oklahoma City	Greg Little	405-297-2105	*
James Madison University	Ty Phillips	540-568-8810	*
City of Shoreline WA	Daniel Johnson	206-801-2321	
Newport News Public Schools	Wade Beverly	757-881-5024	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
One	Education	Texas - TX	School & gymnasium projects	22500	6.7 million	*
Two	Education	Florida - FL	School & gymnasium projects	25000	2.25 million	*
Three	Education	Illinois - IL	School & gymnasium projects	37500	1.2 million	*
Four	Government	California - CA	Community centers, recreation centers	28000	1 million	*
Five	Government	Kansas - KS	Community Centers	40500	900,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Gerflor USA (and its subsidiaries in North America) are fortunate to have a large and experienced team, comprised of both employees and independent agents, that sell, install and service the products from our three sports-products brands. Across the board, the average tenure of our independent dealers is approximately 20 years of work with our business and products. Each brand has personnel living in virtually every state, province and territory, or if not physically located, positioned and actively doing business in every market. Our employee technical and sales teams provide regular, ongoing support and training, ensuring that even our less-experienced partners have the answers and information they need at their fingertips to resolve customer questions or concerns, or to address any potential issues that might arise in the installation or service of our products. It might be important to note that our three sales networks operate generally independently of each other. Each has its own sales leadership team, and there is little overlap between the network groups, which is to say that only a handful of dealers from one brand also represent any of the other brands. We see more integration each year, but it still represents a small fraction of the total numbers; in fact, these sales teams compete with each other for projects at times, presenting their best options to the customer and allowing them to make their own choices. We see this as healthy competition, and within the context of the Sourcewell contract, an element that better serves the Sourcewell member companies, because for most projects, they can get proposals from more than one of our dealers, which will provide some measure of reassurance that they are getting comparable value and competitive pricing. Each of our field agents has both sales and installation/technical personnel, and those teams are supported and supplemented by the sales directors and managers who are our employees who manage, set direction and strategy for, and oversee the work of the entire field force. Although these numbers can be seasonal and somewhat fluid, the table below provides an estimate of the total personnel involved across our brands in selling, installing and maintaining our product lines in North America. See Sales and Service Network Table in Upload folder	*
27	Dealer network or other distribution methods.	The Gerflor-brand sales and distribution network is roughly 50% employee Territory Sales Managers (TSM) and 50% independent Sales Agents. In addition, a team of specialized Sports Partners represent the Taraflex and Recreation brands in major markets, supplementing the efforts of the broader sales team. In our Sport Court and Connor businesses, the team is comprised primarily of non-employee Agents, who sell, install and service our products in their markets, structured to provide immediate and responsive coverage to customers wherever they reside within those markets. This team, most of whom we have worked with for over 20 years (and in some cases exceeding 40 years or more), is a capable, experienced and seasoned group that represent our brands with integrity and care. With each of the three brands, our Sales Leadership teams, comprised of segment and sales directors and regional territory managers, oversee the health and efficiency of the entire operation within these broader geographies, and provide additional resources and back-up for the field-based teams. While there is some overlap among the membership of each brands sales and service team, for the most part they operate independently of one another, which provides even greater coverage geographically and in terms of the resources available at any given time and place. Collectively, when considering our sales, sales management, technical/service, and customer-care employees, there are well over 100 people who can be called upon to support any situation with any brand in any market around the United States and Canada, in many cases without even requiring out-of-area travel to get the right resources where they are needed. With the Gerflor-brand network, our agents and TSMs partner with a trusted group of installers in each market, providing training and support, and requiring the highest standards of competence and expertise. Over the past two years, we have made an extra focus with this group to ensure that the flooring contractors we partner with are well-educated in the reporting and pricing requirements of our current contracts. In the case of the Sport Court and Connor networks, the independent companies we work with provide a complete turnkey for the customer experience, from sales to installation to maintenance and any warranty or service work that may be required. See Sales & Service Network Table in Upload folder for more detail.	*

28	Service force.	While this has been addressed somewhat in Questions 26 and 27, above, it may be helpful to provide additional detail on our Technical and Field Services team. Each brand (Connor, Sport Court and Gerflor) has its own dedicated personnel who specialize in the products offered by that brand, and several members of the team have cross-over experience and expertise, as well, to assist as needed with any situations that may arise in their area. Our commitment is to solve service questions as they arise with the best resources available in the marketplace—between our independent teams and our in-house specialists, we deal with service issues quickly and responsively. See Sales & Service Network Table in Upload folder for more detail.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Efficiently processing and fulfilling customer orders is the lifeblood of our sales organizations. While each brand handles the details of order fulfillment slightly differently, each of them has simplified and streamlined the process to make it as customer-facing as possible. One great advantage is that of familiarity and repeatability. Rather than trying to manage an almost-infinite number of end-user customers, the vast majority of customer orders are placed through existing and long-standing dealer/partner accounts. While those still number in the hundreds, they are a known quantity to us, with a reliable history of knowledge of our products and processes, and with a track record that enables us to do the business of each order quickly and responsively, with little delay or administrative work. Each of the brands is also served by a separate team of Customer Care professionals, who know who they are dealing with, what their history has been, and what they need from us to operate effectively—all of which further expedites the day-to-day functions of receiving, fulfilling and billing of orders. Orders may be placed online, through e-mail or established dealer portals, and are immediately received and processed as quickly as the workload allows, generally within a business day. To summarize, in most cases we are selling to a known and trusted partner, who then handles sales, installation and service with the end-user with our help and support. This helps to ensure a consistent and satisfactory experience both for our partners and for the end-users they serve.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As noted in Question 29, above, Customer Care is a full commitment with all our brands, further strengthened by the long-standing, mutually beneficial relationships developed over the past decades with many of our agents and dealers. Our Customer Service personnel know who is calling and what they need, and in many cases can not only meet but anticipate how best to manage those needs. Most orders are placed within a business day, and delivered from existing inventory within the established lead times for each product and brand. We rely on the expertise of our independent field partners to coordinate timely, successful installations, and do all we can to expedite the materials, products and assistance they need to ensure a fully satisfactory customer experience. Most challenges and potential problems are dealt with effectively and quickly by this field team, and our regional managers, technical personnel and leadership provide back-up and additional resources for the rare, more complicated issues that may arise.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Because we have sales, service and installation partners actively operating in every state and territory, we are able to provide the full range of our product line to each market, to any and all Sourcewell members within the market. Our pricing structure provides consideration for the size of the project and location (and varying labor and other costs) of each geographical/market location, but the product and service offering is the same, whether the customer is in New York City or Omaha.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Similar to the United States, we are fully staffed in the Canadian provinces, with experienced dealers and partners in place in each major market, and with the same depth of product and service offering available to all Sourcewell/Canoe members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are prepared to provide the same level of service to customers anywhere in the U.S. or Canada, with the same offering of products and pricing.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We have no limitations on our ability to fully serve all of the entity sectors represented by Sourcewell members. While we have other cooperative-purchasing contracts for some of our market segments and products, none of them will infringe on our ability to fully engage in this contact with Sourcewell and provide service to its members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have partners and representatives physically located in Hawaii for all three brands, in Alaska for the Gerflor brand, in addition to dedicated reps assigned to manage our business opportunities in the other U.S. and Canadian provinces and territories. We don't anticipate any restrictions on our ability to fully serve Sourcewell members in these locations.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We actively promote our group-purchasing contracts with each brand and market segment that applies to our business. At each of our national and regional sales meetings, and for each of our brands, we include an update/training session on our Sourcewell contract and the best ways our sales personnel can leverage its advantages. Our Training Department also promotes the Sourcewell-sponsored events, and conducts several additional training webinars throughout the year to continually educate the group and introduce the contract to new members of the team. We use Sourcewell's customizable marketing materials to allow each of our dealers and agents to promote the contract with their customers, and to establish themselves as the local contact and authorized representative to conduct business under the contract. See sample of marketing flyer provided by Sourcewell in Upload folder.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have found excellent success and response in using social media platforms like LinkedIn, Facebook and Instagram as a tool that our sales teams can use in featuring unique and interesting projects and introducing new product lines to our customers. While not all of the projects are Sourcewell-originated, we have developed over 500 Featured Project Stories across the three brands over the past four years, and those stories are available as tools to promote both the good work our company does (increasing our presence and credibility), and in some cases, the connection to and advantages of working these projects through the contract. In addition, our websites provide regular updates and valuable information in educating the public-sector markets on the availability and applicability of our products for their projects. This has been particularly helpful with innovative but less well-known products like the safety and performance surfacing available through our Sport Court brand. Many customers in that space are so accustomed to asphalt and concrete courts outdoors that they can be surprised to find that there are superior and safer solutions available. We have been actively promoting that aspect of our work as a specific targeted business objective over the past two years. With the business changes we've all experienced as a result of the pandemic, we see an increased reliance in all businesses and market segments on digital promotions and technology to share our story, both about our business and products, and about how contracts like Sourcewell can streamline and expedite work for our public-sector customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We appreciate all the support we get from Sourcewell's staff, in promoting our business through the website and in the new marketplace and hope to see an increasing presence there. We welcome and support the training events sponsored by Sourcewell around the country, and continue to encourage both our sales-team employees and independent agents to participate. Our goal—which we've achieved to some extent with all our brands—is for our salespeople to have the Sourcewell contract 'in their front pocket' in every engagement with a public-sector client, and our internal training will continue with that aim in mind. A sizeable percentage of our Connor sales team, and a slightly lesser portion of the Sport Court and Gerflor teams, have already adopted this mindset, and continuing to train against this objective is a key priority this year, as it has been over the past 12 – 24 months. In addition, as trade shows and other industry events continue to rebound following the pandemic, we intend to increase awareness of our contract there, and by use of the Sourcewell logo on our and our field partners' websites and social channels.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because virtually all our products are used in the setting of a construction project, with any number of site conditions and customer preferences driving the custom design and build, we have not found an effective way to offer a 'package' online. Our field partners create unique designs, sizes and product mixes for virtually every project, and we consider that to be a significant differentiating advantage in our business, so we don't anticipate doing much to make it more generic and commoditized. We are Courtbuilders, and that term signifies both the quality products we manufacture and distribute, but equally important, the ability to create a custom installation for each customer that reflects their needs and preferences. We will continue to look for ways to leverage the expanding technology of our digital world, and to the extent possible, we anticipate creating a larger presence in at least the promotional side of the e-procurement world, but at the end of the day, we don't want to lose the unique strength of having built over 150,000 custom courts around the world, for customers with a wide range of needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Gerflor USA provides frequent, in-depth training to all reps, employees and associates on product knowledge, proper installation and maintenance, best business practices, and a variety of other topics as needed. We consider all members of our team, employees or not, full partners in our efforts to promote and sell our products and deliver satisfaction to all our customers, and no charge is ever assessed to them for the training we provide. Our TechnoCenter in the Chicago suburbs is focused primarily on the proper installation and maintenance of the sheet vinyl (Gerflor-brand) line of sports products. In the interests of raising the level of all players in that segment, we train not only our own installers, but also installers who primarily install competitive products. We're fortunate to have in the Sport Court and Connor businesses installation experts in our hardwood and modular sports surfacing who do extensive, ongoing training for their teams, and are also willing to share their expertise and experience in solving in-field challenges with other members of the team. At each of our annual sales meetings, for example, members of the Sport Court network share best practices, participate in and lead installation trainings, and otherwise share freely their skills and knowledge with others in the group. Gerflor Group also has a Central office that takes the lead in developing and making available e-learning modules that can be accessed by both our employees and independent agents, to ensure they have the latest information on the features and benefits of new products, technological advancements that differentiate our products and provide superior solutions, and clear guidance on maintenance and resolution of in-field issues that may arise. We also conduct Sourcewell member-facing trainings, primarily but not exclusively through AIA and to the A&D community, that educates participants on our products and services. We are adding a new CEU course on the advantages of cooperative purchasing, that will also be offered to public-sector customers in general, and more particularly, to Sourcewell members in the parks and recreation, community/government, and educational sectors by June 2022. We anticipate that this continuing-education course will increase awareness and acceptance of cooperative purchasing in general, and of the Sourcewell opportunity in particular.	*
41	Describe any technological advances that your proposed products or services offer.	The Gerflor Group and its subsidiaries have a long reputation as innovators in their industries, and our product line-up reflects that commitment to continuous improvement, and new and better solutions to common challenges faced by our customers. This commitment has long been part of our corporate DNA, and in fact, we are often differentiated in the marketplace not by the size of our company or the huge numbers of individual SKUs we offer, but by the specialized and targeted solutions and technical advantages we offer. As an example, our Taraflex cushioned vinyl sports surfacing is 'the original'; prior to its launch in 1947, no other manufacturer had ever created a sheet vinyl product suitable for sports. Today, that line includes a variety of options that allow the athletic flooring to be customized for practice vs. competition spaces, level of play, size and age of athletes, and a number of other factors. Similarly, prior to the advent of Sport Court's modular surfaces in 1974, no company had ever used a modular surface outdoors to create safer, high-performance courts and play areas. Through innovations in traction, shock absorption, lateral 'give' and lock engagement, the current line-up of Sport Court products delivers the only category of outdoor surfacing with the durability, aesthetics, performance and safety required to refer to it as a true sports surface. Connor Sports is the pre-eminent provider of hardwood courts for basketball and other sports, and has been for the past decade or so the Official Floor of the Final Four, and the provider of all courts for the NCAA's March Madness for both men's and women's basketball. No other flooring provider has as many solutions for sub-floor construction and components, which is the key defining element of any hardwood performance floor. Sport Court and Taraflex have been chosen as 'official floors' of the Olympics, FIVB, the NCAA and USA Volleyball, as well, for the past 25 years. While our selection by these leaders in sport are a result of our commitment and customer care, we have also committed extensive resources to developing the technical solutions that these evolving sports require. As athletes have become more and more capable and high performing, our flooring solutions have had to evolve as well, to continue to meet their needs. We're proud of our status and reputation as the best courtbuilders in the world.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Gerflor Group is committed to manufacturing and delivering products that contribute to human and environmental health, and pose no threats or harm to either. Each brand and product line aligns with the ‘green-building’ and eco-friendly product assessment organizations that best align with their mission and markets, but the commitment to these values is strongly present and constantly referenced in our business decisions and direction. Some examples of our commitments to being a responsible ‘citizen of the planet’ include: • 100% compliance with the REACH standard of construction materials manufactured in Europe. • Founder/charter membership in the Maple Flooring Manufacturer’s Association and the Forest Stewardship Council, both of which are engaged in the responsible management and preservation of North American forest lands. • Incorporation of recycled materials into our products wherever possible, and to the extent allowed by our quality and performance standards for each product, with YOY targets for increasing those percentages across the product lines. • Declare label certification for applicable product lines in the Gerflor commercial brand. • FloorScore certification for all Gerflor-brand products, signifying the lowest VOC ratings in the industry, and exceeding California Prop 65 air-quality requirements by a factor of 10 – 100 times. • Creation of HPD and EPD documentation, and definition of LEED contributions our products make to projects seeking certifications under that standard • Energy reduction measures at all factories and distribution centers that will result in net-zero carbon emissions over the next 20 years. In addition, re-design of product facilities and processes have already significantly reduced emissions, and energy and water use. • Numerous other ‘green certifications’ around the globe, as defined by government and other agencies in those countries.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	(See details in Question 42, above, but specifically to include REACH, FloorScore, Declare, LEED, HPD Collaborative, UL Spot, mindfulMATERIALS, third-party certified HPDs, EPDs, and Lifecycle Analyses as a required element of new product development.)	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a manufacturer based in Europe, our company does not meet the criteria for these certifications. Among our employees here in the United States, we have about a dozen veterans of the U.S. or French military. With several hundred field partners with whom we do business—and due to some reluctance on the part of some to be ‘gathered’ in this way—we do not have a comprehensive list of which of our business partners are in each of these categories. However, a recent informal survey of our sales and installation network reveals that as much as 15% of the roughly 300 companies we work with meet the criteria for one or more of these designations. We have some Women-, Veteran- and Minority-Owned businesses in all three of our product brands, and more still qualify as Small Business Entities.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Perhaps the best measure of our unique attributes can be found in the number of ‘raving fans’ our products and people attract. Flooring, like most construction products, can be a world of ‘me-too’ and commodities, but our customers generally do not see us in that way. Our Gerflor/Taraflex, Sport Court and Connor products are recognized and acknowledged (even by competitors) as the ‘gold standard’ against which any other products will be measured. Sport Court has for so long been seen as the premier modular surfacing that our brand name has been in danger of becoming generic—in other words, people often refer to any modular surface as a ‘sport court’ because we are the only brand as widely recognized. Connor hardwood floors represent the highest level of innovation and product development, with more DIN-certified sub-floors than any other manufacturer. And as has been noted, the Taraflex brand of cushioned vinyl sports surfacing was not only first to market, but first to virtually every significant performance innovation since, from our high-moisture installation solutions, to the ‘no-skin-burn’ features that have made this flooring so popular with the volleyball community. As much as any of our product and company attributes, our seasoned, committed and expert field sales and installation team are true partners that represent our brands as if they own them. The professionalism they exhibit, and the long-term, trusted relationships they have developed over many years in the field are evidence of a unique overall ‘product offering’ that our company enjoys in its various markets. The best measure of our uniqueness might be found in the common refrain from customers and prospects in our markets, confirming that if they need a solution to such-and-such problem, Gerflor products are often the only available option that address all their concerns at a fair-market price.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our product warranties cover manufacturing defects for a variable period of time, depending on the brand/product line, ranging from 10 – 15 years from time of installation. Although our products are known for their durability and performance under a variety of conditions, there are times when defects arise that need to be redressed. When a product is found to be defective, our warranties generally provide the option to 'repair or replace' and that work is done at our expense.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are some practical limitations that we would apply to most of our product lines, most of which have to do with approved/appropriate usage of the product, loads they may be subjected to without damage, etc. Flooring products typically wear over time, and as with most products exposed to long-term traffic and loads, they carry a definable lifespan under the conditions. Our warranties generally assume a depreciating value over time, based on the wear and tear they experience, and our policies for replacement or repair reflect that value over the product's lifespan.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	When products found to be defective require onsite inspection or repair work, we cover the cost of labor, time and travel (whether employee or our field partners) involved with making those visits to rectify the problem.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. We provide full coverage for all our service and sales areas listed in this proposal; specifically to include the United States and its territories, and all Canadian provinces and territories. If an appropriate, qualified field partner is not located convenient to the project, we will provide an employee technician to address any warranty claims or product problems.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We warranty all Gerflor-made and distributed products, which is inclusive of all the products listed in this proposal. For products we offer that are made for us by other suppliers, we partner with those suppliers to ensure that our customers have a seamless and satisfactory experience with any products that prove defective.	*
51	What are your proposed exchange and return programs and policies?	Products ordered may be returned with some exceptions. Accessories such as adhesives, weld rods, paint, primer are non-returnable once the goods have left our warehouse. Non-stocked items or special orders are also considered 'final sales' and are non-returnable. Stocking products may be returned with a return authorization number from the company, and a 30% re-stocking fee will generally apply. Customer is responsible for return freight.	*
52	Describe any service contract options for the items included in your proposal.	Gerflor (and its subsidiaries') products are generally intended to be able to be easily maintained by the facility/customer's personnel, and are further designed and manufactured with durability and long service life in mind. Additionally, the work of installation is typically done by our field partners, and in the rare case that a customer wishes to enter into a service contract, it is done with the field partner, who would set their own parameters for the agreement. Gerflor's Technical and Warranty Team stands behind all products if a question of product defect arises.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our standard terms for payment are 30 days, although for extraordinary projects, we are able to sometimes extend terms as needed. Customers can pay via check, electronic funds transfer, or ACH/wire transfer. Customers may use established website portals for payment of pending invoices, as well.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We generally do not lease products or finance purchases; however, we have established relationships with reputable lending institutions who can offer financing assistance with our customers as needed, including Sourcewell's leasing partner, with whom we have worked on a few projects in the past. We also partner with trusted dealers on extraordinary projects from time to time, to ensure that projects can proceed without interruption, and to help our network manage these unusual cash-flow requirements.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Over the past several years, we have developed registration and tracking documents that help us ensure that we are complaint with our group-purchasing obligations, and that all required reports can be gathered and organized in a timely manner, according to the requirements of each contract. As an example, the Project Registration Form helps us capture all the required information for a project pursued under the Sourcewell contract and provides a record that helps us track project details and timelines. See Upload folder for a copy of our Project Registration Form. We train our field partners to follow the requirements of the Sourcewell agreement in the formatting of their proposals and invoices, to reflect our Vendor # and the customer's Member #, and to ensure that all requirements for pricing and other criteria are followed. Each project is registered and reviewed to ensure timely and accurate reporting on the Quarterly Sales Reports submitted to Sourcewell.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With three different business units, separate sales-management teams, and the frequency of situations where our field sales force competes not only with others in the market, but with each other, our pricing models do not all follow the same pattern. First, as the manufacturer and distributor of the products included in this proposal, we do not generally set a retail or List Price for our products, particularly in the fully installed, turnkey pricing model we propose here. Each market and each brand defines their own List Pricing (or not, as the case may be) in line with the competitive marketplaces in which they do business and the market segments they pursue. Our Product and Pricing Grid, which is found in the Upload folder, lists all products offered under this proposal by all our brands (Connor Sports, Gerflor/Taraflex, Sport Court and Portafloor). In most cases—and particularly where the products are installed by our field partners—we organize the price ceilings to reflect labor and transportation costs in the market, as well as the economies of scale that might be achieved on larger projects. All of our dealers are familiar with—and daily participating in—highly competitive marketplaces where much of the business is done through project-by-project open bids. The result is that even where a retail or List Price hasn't been published, most of our public-agency customers are keenly aware of what a competitive price looks like, and our dealers recognize the importance of providing pricing that aligns with those expectations. As a result, even where we have established not-to-exceed pricing for their projects and products, the majority of their proposals rarely come within 15% of that ceiling.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Although our pricing is not published with a standard discount, the pricing in our proposal reflects an average discount of 5 – 15% below what a public agency might be charged for the work outside of this contract. For each brand, the discount is less for those products that represent unique or proprietary solutions. For items that are more of a commodity, or equal to most other products generally available in the marketplace, there are greater discounts applied to the pricing. As an example, the Gerflor brand has developed moisture-mitigation products and procedures for 'wet slabs'; concrete substrates with vapor emissions higher than allowed for products to be adhered to them. These are not 'me-too' solutions, but rather unique innovations that allow the flooring to be securely placed sooner, and with virtually no risk for future adhesion issues, than anything else on the market. Our pricing for those innovations represents a lower discount, because the solutions are superior to anything else on the market, and unavailable through other channels. They save our customers time and money, making it possible for projects to be completed more quickly and at lower overall cost.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Most of the products included in our proposal include variable pricing based on the region of the country AND on the size of the project. Understanding that a larger project may create some economies of scale, we're able to discount the pricing on a square-foot basis to some extent where the scope of the project is on a larger scale.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Although nearly all of our projects use exclusively those products and services established on our contract, a small percentage require the acquisition of other products and services from the 'open market' to satisfactorily meet customer needs. Based on our experience—and on the fact that these open-sourced items are relatively rarely requested, we would prefer to offer these items, when requested, with a quote for each such request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no other regular or significant costs for a typical project not covered by our established product and price schedule, including the specific examples listed above. We do not charge additional fees for these types of project elements.	*

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and logistics issues have been a hot button over the past 12 – 18 months, with unprecedented and unpredictable increases occurring on a regular basis. Our proposed pricing is intended to include standard shipping costs. We have instituted some temporary freight surcharges for certain products across our brands over the past several months, but our field partners are generally just considering them (not citing them as additional costs) in the creation of their pricing proposals to the end user. We find that most customers in our markets are aware of the unusual logistics landscape and pressures we're all facing at this time and we are collaborating with our field team to effectively manage those costs within the constraints of the contract.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We don't anticipate the need to handle freight and shipping issues any differently with our customers in Canada, Hawaii and Alaska any differently than is described above. Offshore deliveries outside of North America may require some consideration, but as a global manufacturer and distributor, most of our products are available from distribution points outside the United States, as well.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because flooring is generally bulky and relatively heavy, most of our shipments are handled through LTL or private carriers, although we also utilize such common freight carriers as UPS, FedEx and others as needed, and for smaller shipments and packages.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	With our other GPO and public-agency arrangements (primarily with the Gerflor brand), we generally sell in a 'product-only' mode, not in partnership with our field teams to provide turnkey, fully installed pricing for their projects. Most of the variability in costs under this structure—and therefore in the pricing we are proposing here—is a result of widely different costs for labor, freight and other elements of a project, depending on where it is located. It is generally true that, in practice, our Sourcewell customers get favorable pricing when compared to the pricing offered to other GPO or public-agency customers by our field partners; however, we don't have a comprehensive comparison, primarily due to lack of data on transactions other than those under our agreement with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a well-defined program to ensure that we are complete and accurate in tracking and reporting projects under the Sourcewell contract, with layers of support from our sales and service networks, the regional managers that support each brand, and our administrative practices to capture projects early on in the process, and then follow and report on each as they are completed. The first level involves ongoing training for sales and leadership teams, on a regular basis in annual sales meetings, regional meetings, and in scheduled training sessions. We have created tracking forms, FAQ and summary documents, and a flyer for our end-customers that all explain various aspects of the Sourcewell relationship and what our obligations and requirements are for compliance. These are available through our file-sharing systems, and when requested. Additionally, our program administrator is available to answer specific questions and provide documentation and other information as needed for Sourcewell members who want to use the contract but may have concerns about its applicability in their area. These kinds of interactions occur almost daily, across our brands and sales channels, and provide timely help for anyone with questions about process, pricing, or reporting. The next level is established to ensure that we are compliant in our registration, tracking and reporting functions. When a project is being considered for a Sourcewell track, either the contractor working directly with the Sourcewell member, or occasionally, the sales manager overseeing that territory and brand, fill out a Project Registration Form that provides all the information required for us to properly track the project through its completion. When that form is received, the project is entered into the Project Registry, and key dates, quantities, codes and expected invoice amounts are noted. At the end of each quarter, worksheets are sent to the responsible party for each project expected to have been completed during the previous quarter, and all projects for which an expected completion date has not bee registered. The dealer/rep is then required to report on the project status, total amount invoiced, and other information required for our quarterly reporting. Finally, once that information is confirmed, the quarterly report is prepared and submitted, along with the check for the combined, collected administrative fees associated with each project that was completed in the previous quarter. We have also trained our Customer Service and sales teams to be on the lookout—and to indicate in our order-processing system, any projects where an interest or intent in pursuing the project through the Sourcewell contract has been expressed. The program administrator also talks with several salespeople each week who have questions regarding the contract, and particularly about specific projects that might be looking to use the contract, and those conversations are noted so that they can be followed up on when the next quarterly reporting period arrives. We also work with our dealers and reps to ensure that even in those rare cases where they have forgotten a specific requirement, or failed to properly register a project early on in the process, that we can adjust to ensure that they are still able to register the project and provide the required administrative fees. When those situations have arisen, we also use them as an opportunity for education and reminder of the shared responsibilities we all have with regard to the contract. See the Upload folder for sample documents used in this process.	*

67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track quarterly and YOY performance under the contract, measuring total projects registered, total projects won, and total invoice and administrative fee values. One of our brands, Connor Sports, has the longest and most-successful experience with our contract, and we use their successes—and the examples of the dealers for that brand that most effectively utilize the contract—to demonstrate to and teach others about the best ways to leverage the relationship. While the total amount of business conducted under the contract varies by quarter, year and economic conditions, we have been pleased to see a continuous pattern of growth in the totals, and in the level of activity by more dealers and reps across all three of our brands. We feel like we've reached a sort of critical mass in the number of our dealers who actively present the contract as part of their sales engagement process in the Connor brand, and we are actively training and working with the other networks to continue to grow awareness and activity, as well.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee for this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We propose to include all of our sports and activity flooring across all four brands (Sport Court, Connor, Gerflor and Portafloor) and the accessories associated with those products. All products will be fully installed, serviced and supported in every N. American market, through our experienced and capable teams of independent field partners. Specifically, this will include: • Our Recreation, Taraflex and Attraction lines from the Gerflor brand, and all required accessories for installation. • All Connor hardwood sub-floor systems and accessories, and the MFMA-approved northern hardrock maple strip of all grades. Elastiplus, our poured urethane flooring system, will also be included, as will our hardwood portable flooring systems. • All Sport Court products designed for commercial use, including both indoor gymnasium flooring and outdoor safety and performance surfaces, commercial-grade hoops, lights, and a variety of other accessories necessary to build courts in the outdoor space. • All Portafloor products, which can be used for event or temporary flooring, or as a substitute for concrete and other substrates underneath a performance athletic surface.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	See above, Question 69, for the details of product lines and brands we propose to include in our offering. As a description of sub-categories, we'd suggest the following: • Hardwood athletic flooring • Modular athletic flooring • Urethane athletic flooring • Resilient cushioned vinyl athletic flooring • Outdoor court accessories • Portable, temporary and event flooring	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	(•) Yes ( ) No	Gerflor USA and its N. American subsidiaries Connor Sports and Sport Court provide hardwood, poured urethane (rubber), sports vinyl and synthetic modular sports flooring surfaces. Clay courts for tennis are a relatively niche product and not one of our manufactured items, but should a Sourcewell member need a clay court, we have independent partners who carry those products and have expertise in building the courts.	*
72	Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.	(•) Yes ( ) No	With the exception of clay courts for tennis (as noted above), our court builders from each brand have extensive experience in every facet of building courts with these surfacing materials, from design and consultation, to construction and ongoing service. Complete turnkey solutions are their focus—to design, build, and accessorize courts from start to finish.	*
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support.	(•) Yes ( ) No	Whether a project requires demolition and disposal of previous surfacing or native soils, our court builders are fully equipped to being projects from concept to completion. They are skilled in placing concrete for foundations for outside courts and accessories, in site prep of all kinds to ensure a proper fit and function for the installation of any of our sports-flooring products, and in the installation of approved sports accessories such as hoops, lights and nets. They are knowledgeable in licensing, certificates and other approvals required in their local markets, inspection requirements, and other information necessary to move a project through its various phases toward completion. They can refurbish and upgrade an old facility with surfacing, equipment and accessories, or build a new facility from the ground up. They take pride in professional, ongoing customer care, and can service, repair and maintain any of the products in our schedule. Our in-house Technical team provides an able back-up and knowledge base for any questions or challenges that may arise, and they can be deployed typically in a matter of days should the need arise.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	

74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	The Gerflor Group has long been associated with innovative, problem-solving products, and the product offerings on this proposal are no exception. Some specific examples: • Gerflor's Taraflex line of cushioned-vinyl sports flooring features a best-in-class surface treatment that makes the product naturally bacterio- and viro-static; meaning that it won't foster the growth of harmful microbes, including the Covid virus. In addition, the surface treatment virtually eliminates skin burn for athletes (like volleyball players) who frequently dive onto the surface during play. • The group has launched a number of initiatives designed to reduce energy and water use at our factories, leading to a goal of complete carbon neutrality within 20 years. We have already instituted design changes such as a gravity feed system for raw materials and product processing that significantly reduces the amount of electricity required at those plants. • All of our sports-surfacing products are designed for longevity and continued performance throughout their lifespan. Hardwood floors can be refinished from time to time, and properly maintained, carry a lifespan of 35 – 40 years, making it likely that a replacement floor in some facilities will never be required. Our other products routinely provide service for 20 – 25 years in the field, making our product lines among the most durable options in the industry. • Improvements in the design of our outdoor sports surfaces represent a revolutionary leap forward, creating better wet/dry traction, reducing skin burn, and generating higher levels of shock absorption and injury protection. • We manufacture and design our products under a continuous improvement mandate, which means we are always looking for better compounds and chemicals, more environmentally friendly materials and processes, more efficient ways to produce and create our products. This might entail increasing the percentage of recycled materials used in producing a particular product or the inclusion of more rapidly renewable materials. • We have also increased our focus on creating products with an environmentally favorable, simple and cost-efficient maintenance protocol. Our wood floors are recoated every year or so, generally with water-based finishes, and require no other maintenance than a dry mop to keep them clean. Gerflor-branded products features surface treatments that resist staining and marks, making those products simple to maintain with an auto-scrubber or similar equipment. Sport Court's indoor gym surfaces also employ a proprietary surface treatment that virtually never wears out, nor does it require any in-field treatment or re-coating. These are just a few examples of our work to provide environmentally responsible products that deliver the best lifespan, durability, and low maintenance costs of any products in the industry. We are also noted for the unique problem-solving characteristics of our flooring solutions, making it possible to address situations like slab moisture in the installation of our products.
75	Describe any sustainability design features your product offers.	Some of our sustainability and green-manufacturing efforts are detailed elsewhere in the proposal, but our products are: • 100% compliant with REACH, European legislation that mandates the inclusion of no harmful chemicals in our products • 100% FloorScore certified, indicating indoor air quality performance that far exceeds the requirements of California Prop 65, and ensures no harmful VOCs are emitted through our products. • Contributory to many of the LEED requirements for 'green' building, with third-party validated Environmental and Health Product Declarations. • Manufactured in ISO-certified factories with an emphasis on the reduction of energy and water usage.

76	Describe the installation process and how it is managed from product order to completion.	Once a project has been 'won', the installation process across our various brands looks something like this: Our local dealer or contractor, who has discussed, negotiated and worked to design the best solution for the customer's needs, then orders the necessary sports-flooring products and accessories from our Connor, Sport Court or Gerflor offices. Each of these brands operates independently on a day-to-day basis, although all three are managed by the same management team and guided by the same values and principles, although some specific policies may vary by brand. Lead times for the production and/or delivery of all products is established by the logistics and sales teams of each brand, so a dealer/contractor can know when to expect delivery of the required products and can coordinate the other elements of the installation or construction. Some projects (such as outdoor courts) frequently require the placement of a new concrete slab, and the contractor can coordinate that phase so that the slab is poured and cured and ready for installation when the products arrive. In other cases, such as renovations or flooring replacements indoors, the process is focused on cleaning, leveling and preparation the slab or sub-floor to receive the sports-flooring products for a flat, level and satisfactory playing experience. Once the site prep is completed and the product has arrived, the contractor can then build or install to the customer's specifications the athletic surfacing and any accessories or equipment related to the project. The duration of an installation may vary by size and product type, but if other trades are complete and not intruding on the process, most sports-flooring products can be installed in a few days to a few weeks. Permanently installed wood floors probably take the most time, because the installation process requires installation of both the sub-floor and the maple strip, then a process of sanding and finishing the surface.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Gerflor USA Products & Pricing Grid Final.xlsx - Wednesday March 09, 2022 11:54:27
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 09, 2022 12:24:15
- Marketing Plan/Samples - Marketing Plan - Samples.zip - Wednesday March 09, 2022 13:10:24
- WMBE/MBE/SBE or Related Certificates - Sales & Service Network.xlsx - Wednesday March 09, 2022 13:11:50
- Warranty Information - Warranty Information.zip - Wednesday March 09, 2022 13:21:25
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Wednesday March 09, 2022 13:11:34
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joel McCausland, Director, Sales Support, Gerflor USA, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Athletic_Surfaces_RFP_031022 Thu March 3 2022 08:58 AM	☑	1
Addendum_2_Athletic_Surfaces_RFP_031022 Fri January 28 2022 03:18 PM	☑	1
Addendum_1_Athletic_Surfaces_RFP_031022 Fri January 21 2022 01:20 PM	☑	1

Docusign Envelope ID: 3490D0B9-E42F-4B12-8414-97E12278C084

AMENDMENT #1
TO
CONTRACT # 031022-GER

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Gerflor USA, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Athletic Surfaces with Installation, Related Equipment, Materials, and Services to Sourcewell and its Participating Entities, effective May 27, 2022, through May 26, 2026 (Contract).

On April 1, 2023, Supplier acquired Snap Lock Industries and now wishes to add Snap Lock's complete product line to the Contract.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 8/15/2024 | 9:23 AM CDT

Gerflor USA, Inc.

DocuSigned by:
By: Joel McCausland
FE9D896A5AD942E...
Joel McCausland

Title: Director

Date: 8/15/2024 | 8:16 AM MDT

McWil Sports Surfaces, Inc.
135 W. 155th St.
Gardena, CA 90248
www.mcwilss.com

ESTIMATE

ATTENTION
City of Carson

ESTIMATE DATE 7/18/2025

PROJECT BIDDING
Veteran's Park Gym Flooring

SCOPE OF WORK

We propose to supply material for the Veteran's Park main gym floor replacement project. This includes Connor 2nd grade maple, Connor ARS DIN subfloor system, 1/2" plywood subfloor panel and vented wall base. This is for material only provided under SourceWell contract #031022-GER.

We propose to furnish materials complete in accordance with the above specifications for the sum of US Dollars:

$164,765

Price Breakdown

25/32" x 2 1/4" 2nd grade MFMA maple - $69,796.50
Connor ARS DIN subfloor panels - $45,184.05
1/2" plywood subfloor panels - $24,000.20
Connor Designer Sport Vented Base (Black) - $5,580
Shipping - $20,204.25

Exclusions:
1. Major floor prep, including, but not limited to, floating or resheeting floor due to uneven or damaged concrete or plywood
2. Moisture abatement due to calcium chloride or relative humidity test results above the manufacturer's specified limits
3. Demo and removal of existing surface unless otherwise noted herein
4. Asbestos abatement, if necessary
5. Moving of furniture, unrelated building materials or debris from work site unless otherwise noted herein
6. Acceptance of substrate not within 1/8" in 10' using a 10' straight edge
8. Equipment/accessories such as game sleeves and cover plates not included unless otherwise noted above.
9. Pertaining to maintenance estimates: any tape and/or tape adhesive on the floor will result in a $500 minimum cost increase
10 . Labor

Estimator: Jason Ganes / jason@mcwilss.com / 310-701-2245

Estimate Valid For 30 Days

To accept this proposal and proceed with scheduling, sign below and return:

Name

Organization

Date

ANCHORED REZILLSLEEPER™ DIN

SPECIALTY HARDWOOD SYSTEM



connorsports.com

CONNOR® SPORTS
Where Champions Play™

CONNOR® SPORTS
Where Champions Play™

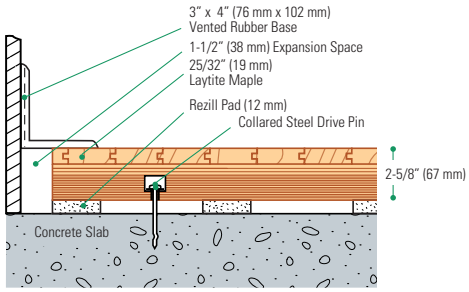
ANCHORED REZILLSLEEPER™ DIN
SPECIALTY HARDWOOD SYSTEM

ARS DIN provides the ability to easily adjust the system's profile height to meet retrofit dimensions without compromising athletic performance values by using singular pinned anti-squeak anchors and Rezill™ Pads for excellent resilient life and non-athletic loading.

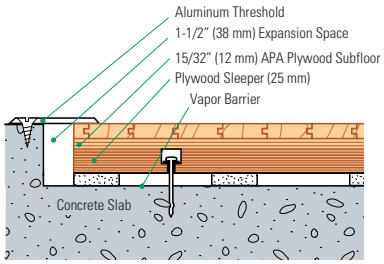
- ARS DIN incorporates plywood sleepers with Rezill pad resilience, supporting an upper subfloor layer.
- ARS DIN provides the ability to adjust profile height to meet retrofit dimensions without compromising athletic performance values.



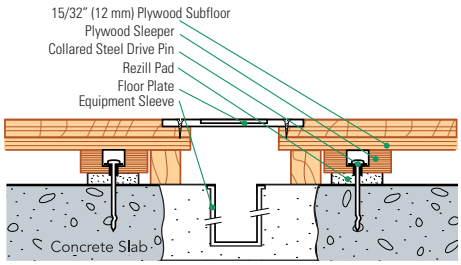
Wall Base Detail



Threshold Detail (Optional Accessory)



Equipment Detail (Optional Accessory)



Manufacturing:
ISO 14001:2015

Recycled Contribution:
Includes components with recycled content

Testing Laboratory:
United States Sports Surfacing Laboratory

Certified Testing:
ISS Scientific Body Membership

Green Status:
Managed Forests, Certification Available

Customer Service: 800.283.9522 | info@connorsports.com | connorsports.com/products

Where Champions Play™

TARAFLEX® SPORTS FLOORING | CONNOR SPORTS | SPORT COURT

©2024 Connor® is a registered trademark of Connor Sports. TLT022

a company of Gerflor

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER AUTHORIZING THE IMPLEMENTATION OF THE CITY OF CARSON ELECTRIC VEHICLE (EV) CHARGING WALLET PILOT PROGRAM (CITY COUNCIL)

I. SUMMARY

The City of Carson has been awarded $86,900 through the Clean Power Alliance's (CPA) Innovation Fund to implement the Electric Vehicle (EV) Charging Wallet Pilot Program. This innovative program is designed to provide Carson residents with a financial incentive of up to $250.00 to cover the actual charging costs of their fully battery-electric vehicles at City-approved ChargePoint stations.

The funds will be allocated to approximately 320 households in Carson, aiming for 80 households in each district to assist with EV charging costs. The goal of this program aims to make EV charging more affordable and accessible for Carson residents, reduce reliance on fossil fuels, encourage the shift to sustainable transportation, and encourage more widespread use of newly installed EV chargers at the City's public facilities.

For full details on the program, including eligibility, reimbursement, and other important topics, please see the Program Terms and Conditions (Exhibit No. 1), Frequently Asked Questions (Exhibit No. 2), and the Program Application (Exhibit No. 3).

The City Council is asked to approve the program requirements outlined in this report and its related document, authorize staff to begin accepting applications, and authorize staff to issue reimbursements to approved applicants.

II. RECOMMENDATION

1. APPROVE and AUTHORIZE staff to implement the Program and open the application window.
2. AUTHORIZE staff to process up to $86,900 in total incentives for approved applicants.

III. ALTERNATIVES

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

IV. BACKGROUND

In early 2025, City staff submitted an application to the Clean Power Alliance (CPA) Innovation Fund under the Energized Communities Program, which provides competitive funding opportunities to help member agencies implement innovative strategies that advance transportation electrification, building decarbonization, local energy resilience, and community sustainability goals.

As part of this effort, City staff developed a proposal for the EV Charging Wallet Pilot Program, which aims to offer Carson residents a financial incentive to help cover the cost of charging their 100% battery-electric vehicles at the City's public charging stations.

Following a competitive review process, CPA approved Carson's proposal and awarded the City $86,900 to design and implement the program. This award represents a significant step forward in the City's broader climate action and clean mobility efforts, ensuring that residents have equitable access to sustainable transportation solutions.

On April 15, 2025, the Carson City Council approved the Innovation Fund Participation Agreement (Exhibit No. 4) with CPA. Under this agreement, the City is eligible for reimbursement of program costs up to $86,900, contingent upon compliance with CPA's program guidelines and reporting requirements. The agreement also establishes performance milestones, reporting obligations, and coordination with CPA staff to ensure program accountability and successful delivery of community benefits.

Program Details

The program has a total budget of $86,900 to support 320 households at $250 per household. Funding will be evenly distributed across four districts, with each district comprising 80 households. Within each district, **funding will be available on a first-come, first-served basis, with a limit of approximately 80 households per district.** Applications must be submitted online. When an application is submitted, it is timestamped, so staff will review and sort the approved applications by submission date, time, and district. The first 80 complete applications per district will be notified of approval via email and will receive a special code that allows for monitoring their unique EV Charging session data at designated stations.

Eligibility Criteria

Applicants are required to meet the eligibility criteria to participate in the program which include all of the following:

1. **Residency**
    - Applicants must be residents of the City of Carson.
    - Applicants are required to be customers of the Clean Power Alliance and must continue to be customers throughout.
2. **Electric Vehicle Ownership**
    - The applicant must own or lease a fully battery-electric vehicle (EV) at the time of application.
    - The vehicle must be registered in Carson with the California Department of Motor Vehicles (DMV) and primarily used by the applicant or their household.
3. **Program Participation Requirement**
    - All required documentation must be submitted with the application. This includes a copy of the utility bill and DMV registration for a 100% battery-electric vehicle. The DMV registration must be permanent, and the applicant must be listed as the registered owner or lessee of the vehicle. The addresses on all documents must match the property address.
    - A W9 form may be required.
    - Applicants must agree to use the funding through the EV Charging Wallet Program specifically for charging their EV at **participating charging stations** within the City of Carson.
    - The program funds cannot be transferred or used for any other purpose.
    - Applicants must agree to the terms and conditions.
4. **Number of Applications per Household**
    - There is a limit of one rebate per household regardless of the number of EVs in the household.

How the Program works:

Participants who are approved for the program will get instructions and a driver connection code to sign up for a ChargePoint account. Their usage at approved stations in Carson is logged, allowing program staff to monitor session details, total costs, and automatically issue refunds. It should be noted that Staff will not have access to charging session specifics at non-Carson-approved stations. The data that is collected will also help analyze trends and plan future initiatives. The City will mail reimbursements by check in amounts ranging from $50 to $250 during the first week of each month. Participants will have 12 months from the date of approval to claim their reimbursement. Please note that reimbursements will only be issued for costs at approved Carson ChargePoint stations.

This program is an innovative effort to make charging affordable and accessible for residents, especially those who can't charge at home. By participating, residents can help the city achieve its climate goals while getting financial incentives to cover their EV charging costs.

V. FISCAL IMPACT

Should City Council approve implementation of the program, there will be no fiscal impact to FY 25/26 Operating Budget. The Electric Vehicle Wallet Pilot Program is funded by the Clean Power Alliance's Innovation Fund, which will reimburse the City up to $86,900 for implementing the program.

The anticipated funding will be distributed across several key areas to support various aspects of the pilot program:

- $80,000 – for Incentives to Program Participants
- $3,000 – for Software Expenses
- $3,900 – for Staff Effort to Operate the Program

VI. EXHIBITS

1. Program's Terms and Conditions
2. Program Frequently Asked Questions (FAQs)
3. Program Application
4. Innovation Fund Participation Agreement

Attachments

Exhibit No. 1 - Program Terms and Conditions.pdf

Exhibit No. 2- Frequently Asked Questions.pdf

Exhibit No. 3 - Application Form.pdf

Exhibit No. 4 Innovation Fund Participation Agreement.pdf

City of Carson

EV Charging Wallet Pilot Program

Program Terms and Conditions

Overview

The City of Carson has secured $86,900 in funding through the Clean Power Alliance's Innovation Fund to launch the Carson Electric Vehicle (EV) Charging Wallet Pilot Program. This program is designed to support local residents by offering a financial incentive to help cover the cost at designated EV charging stations and to provide support to residents with limited access to EV charging. The funds will be distributed to 320 households, or 80 households per district, to assist with EV charging costs. **Funds are limited and will be distributed up to the per district cap, with applications processed on a first-come, first-served basis.**

Program Details

- **Total Incentive Funding**: $80,000
- **Number of Households**: 320
- **Number of Households per District**: 80
- **Funding per Household**: Approximately $250.00 per household

The goal of this program is to make EV charging more affordable and accessible to Carson residents, reduce overall reliance on fossil fuels, encourage the transition to sustainable transportation, and encourage more widespread use of newly installed EV chargers at the City's public facilities.

Eligibility Criteria

1. **Residency**
    - Applicants must be residents of the City of Carson.

- Applicants are required to be customers of the Clean Power Alliance and must continue to be customers throughout.

2. **Electric Vehicle Ownership**
    - The applicant must own or lease a fully battery-electric vehicle (EV) at the time of application.
    - The vehicle must be registered with the California Department of Motor Vehicles (DMV) and primarily used by the applicant or their household.
3. **Program Participation Requirement**
    - All required documentation must be submitted with the application. This includes a copy of the utility bill and DMV registration for a 100% battery-electric vehicle. The DMV registration must be permanent, and the applicant must be listed as the registered owner or lessee of the vehicle. The addresses on all documents must match the property address.
    - A W9 form may be required.
    - Applicants must agree to use the funding through the EV Charging Wallet Program specifically for charging their EV at participating charging stations within the City of Carson.
    - The program funds cannot be transferred or used for any other purpose.
4. **Number of Applications per Household**
    - There is a limit of one rebate per household regardless of the number of EVs in the household.
5. **ChargePoint Registration**
    - Approved applicants will receive a welcome email with instructions on setting up a ChargePoint account, if they don't already have one. They'll also get a driver connection code to track their actual charging costs and usage at approved ChargePoint Stations in Carson.
6. **Reimbursements**
    - Reimbursements will be issued by check for amounts of $50 or more, up to a maximum of $250. Checks will be mailed to the approved applicant during the first week of the month.

- Once approved, please begin using City-approved EV chargers immediately, as reimbursements are only available within 12 months of approval.
- Please note that we can only reimburse charging costs incurred at approved ChargePoint stations.

Frequently Asked Questions (FAQs)
City of Carson
EV Charging Wallet Pilot Program

1. **Who is eligible for an EV charging rebate?**
   This pilot program targets households within the City of Carson that lack convenient at-home electric vehicle (EV) charging options. Qualified applicants can receive up to $250.00 reimbursement for charging their fully battery electric vehicle at City-approved ChargePoint stations. Participants in the program must be current customers of the Clean Power Alliance and must continue to be customers throughout.

2. **What documentation do I need to provide?**
   The required documentation includes proof of residency, DMV vehicle registration showing that a 100% plug-in battery-electric vehicle is registered at a Carson address, and a recent utility bill that verifies that the household is a customer of the Clean Power Alliance and remains active. A W-9 form may also be needed in certain cases.

3. **How do I apply?**
   Apply online at _____ **(TO BE INCLUDED AFTER APPROVAL BY THE CARSON CITY COUNCIL)**

4. **How can I find out which district I am in?**
   Please visit https://ci.carson.ca.us/Government/DistrictInfo.aspx

5. **Can I qualify for more than one rebate?**
   This pilot program is limited to one rebate per household.

6. **How long will it take to review my application?**
   After submitting an application, City staff will review it and notify applicants of their status within 2-3 weeks.

7. **Why do you need my contact information and email address?**

Providing your contact information enables Carson staff to keep you informed about the status of your application process. Additionally, the City of Carson may request feedback through a short online survey to gauge the benefits of this pilot incentive program based on your experiences.

8. **What electric vehicle (EV) Charging Stations are available for use through this program?**

These park facilities are currently available to use for the program:

Facility Name	Charger Type	Address
Anderson Park	Level 2 - ChargePoint	19101 Wilmington Avenue., Carson, CA 90746
Carriage Crest Park (when construction at the park is complete)	Level 2 - ChargePoint	23800 Figueroa Street, Carson, CA 90745
Carson Park	Level 2 - ChargePoint	21411 S Orrick Avenue, Carson, CA 90745
Community Center	Level 2 - ChargePoint	801 E. Carson, St. Carson, CA 90745
Dolphin Park	Level 2 - ChargePoint	21205 S Water St., Carson, CA 90745
Dominguez Park	Level 2 - ChargePoint	21330 Santa Fe Ave., Carson, CA 90810
Hemingway Park	Level 2 - ChargePoint	700 E Gardena Blvd., Carson, CA 90746
Hemingway Aquatic Center	Level 2 - ChargePoint	16605 S. San Pedro St., Carson, CA 90746
Stevenson Park	Level 2 - ChargePoint	17400 Lysander Dr., Carson, CA 90746
Veterans Park	Level 2 - ChargePoint	22400 Moneta Ave., Carson, CA 90745

8. What happens after my application is approved?

Approved applicants will receive a welcome email with instructions on setting up a ChargePoint account, if they don't already have one. They'll also get a driver connection code to track their actual charging costs and usage at approved ChargePoint Stations in Carson.

9. How does the City monitor Usage?

Approved participants will get instructions and a connection code to sign up for a ChargePoint account. When they use an approved station in Carson, their session and amount paid are logged. Program staff can view each participant's usage, and the amount spent on EV charging at an approved station. Staff will automatically track and issue refunds to the participant. However, staff can't view session details for non-Carson-approved stations.

Additionally, the data collected through this program may be used to generate reports that analyze overall trends and patterns. This information can inform decision-making, enhance program effectiveness, and guide future initiatives by providing insights into participant engagement, outcomes, and areas that require attention.

10. How does the City handle reimbursements?

Reimbursements will be issued by check for amounts of $50 or more, up to a maximum of $250. Checks will be mailed to the approved applicant during the first week of the month.

Once approved, please begin using City-approved EV chargers immediately, as reimbursements are only available within 12 months of approval.

Please note that we can only reimburse charging costs incurred at approved ChargePoint stations.

11. Does the City plan to issue a 1099 form for this rebate?

Since the rebate amount is under the reporting threshold, the City won't be issuing a 1099.

12. Who can I reach out to if I have any more questions?

This program is overseen by the Innovation and Sustainability Department. Questions can be directed via email to energy@carsonca.gov.

City of Carson EV Charging Wallet Pilot Program Application

Please fill out the following form to apply for the City of Carson EV Charging Wallet Pilot Program.

Applicant Name*

First Name

Last Name

Phone Number*

Email Address*

Address*

Address Line 1

Address Line 2

City State ZIP Code

Property Type (select one):*

Property Ownership Status (select one)*

Do you already have an electric vehicle (EV) charger installed on your property?*

City of Carson Council District*

- Council District 1
- Council District 2
- Council District 3
- Council District 4
- Don't know

How can I find out which district I am in? | Click here

VIN (17 digit vehicle identification number which is unique to that vehicle)*

Enter your 17 digit VIN number

Electric Vehicle Make*

Electric Vehicle Make

Electric Vehicle Model*

Electric Vehicle Model

Electric Vehicle Year*

Electric Vehicle Year YYYY

Utility Bill*

Drag and drop here or Browse files
Max file size: 10 MB

Note: Please attach a copy of the first page of your utility bill in PDF or image file. It must clearly display your name, address, and indicate that you are a Clean Power Alliance (CPA) Customer.

Electric Vehicle DMV Registration*

Drag and drop here or Browse files
Max file size: 10 MB

I understand that I must provide a current permanent DMV registration for my Electric Vehicle. Temporary registrations are not accepted. Note: Please include a copy of your DMV registration for your Battery Electric Vehicle that shows where the vehicle is registered, along with the make and model. This can be submitted as a PDF or image file.

Please read the following and check each box to indicate your acknowledgement:*

I certify that the information I have provided is true and correct to the best of my knowledge.

I have read, understand, and agree to the terms, conditions, and requirements of the Carson EV Charging Wallet Pilot Program.

I understand that funding for this program is allocated on a first-come, first-served basis. Throughout the program, there is a limit of one (1) application per household and Electric Vehicle. I may be contacted to respond to an online survey.

Under penalties of perjury, I certify that I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I understand that the City of Carson is not responsible for any risks or damages that may occur as a result of participating in the program, and to that end, I expressly waive (which includes a Civil Code Section 1542 waiver), release and hold City harmless from any liabilities, debts or damages I may incur as a result of my participation in the program.

Signature*

clear

Use your mouse or finger to draw your signature above

Save and Resume Later

INNOVATION FUND PARTICIPATION AGREEMENT

This Innovation Fund Participation Agreement ("Agreement"), made as of the last date signed below (the "Effective Date"), by and between the City of Carson ("Participant"), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll Participant in the CPA Innovation Fund program, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities program ("Energized Communities") to assist CPA's member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program, CPA desires to support member agencies in implementation of creative decarbonization projects in their communities by providing up to $250,000 to selected member agencies through the Innovation Fund;

WHEREAS, Participant and CPA previously entered into the Electric Fleet Transition Program Participation Agreement on March 4, 2025 to participate in the Energized Communities program to receive support electrifying the City of Carson's vehicle fleet;

WHEREAS, the Innovation Fund is a competitive funding opportunity available to CPA's member agencies that submit applications for projects that align with CPA's mission and its program pillars: Resilience and Grid Management, Transportation and Building Electrification, and Local Clean Energy Procurement;

WHEREAS, CPA's Board of Directors approves project funding recommendations made by a review team comprised of Community Advisory Committee members and CPA staff; and

WHEREAS, the selected member agencies enter into participation agreements to outline the financial support CPA will provide to participants to offset the cost of developing and implementing the Innovation Fund projects as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2028 or until terminated in accordance with the provisions herein ("Term").

2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party sixty (60) days prior written notice.

3. **CPA Obligations.** CPA agrees to provide financial reimbursement to Participant, as detailed in Exhibit A, Innovation Fund Program Terms and Conditions, attached hereto.

4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.

5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**

   a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO SERVICES PROVIDED BY PARTICIPANT.

   b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S INNOVATION FUND MEASURES.

   c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY

CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S INNOVATION FUND MEASURES, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. **Insurance.**

a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of $2,000,000 per occurrence and $2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of $4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than $1,000,000 per occurrence for bodily injury and property damage.

c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than $1,000,000 per occurrence for bodily injury or disease.

d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.

e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.

f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.

7. **Publicity.** Any marketing materials generated by Participant related to the performance of this Agreement should reference CPA's contributions. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Carson" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); provided, that CPA may omit "City of Carson" from CPA marketing materials when publicizing the Innovation Fund program generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Innovation Fund. Any piece of publicity issued by Participant, including those mentioned above, must be reviewed and approved by CPA before issuing a press release. Participant agrees to provide CPA with reasonable time for review before such issuance.

   Participant shall include CPA's logo and a statement acknowledging CPA funding of Innovation Fund measures on any equipment and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size.

8. **General Provisions.**

   a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.

   b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.

   c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.

   d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

   e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered

as creating a partnership or joint venture between the parties.

f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.

g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.

i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Reata Kulcsar
Energy and Sustainability Officer
City of Carson
701 E. Carson Street, Carson, CA 90745
rkulcsar@carsonca.gov

j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf")

version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

Ted Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date: 4/23/2025

David C. Roberts, Jr.
City Manager
City of Carson
Date:

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

Exhibit A

Innovation Fund - Program Terms and Conditions

1. **CPA Payment.** CPA will provide financial reimbursement to Participant in an amount (i) no greater than $86,900 and (ii) to be specified in the Project Scope and Budget, as defined below.

    a. CPA will issue payments within 30 days of receipt and review of supporting documentation provided by Participant, until the agreed upon budget is funded.
    b. CPA reserves the right to pause or cease payments in CPA's sole discretion if Participant does not provide a status report ("Status Report," as such term is defined below) in a timely manner in accordance with Section 2.c. below.
    c. Participant acknowledges and agrees that the payments shall only be used for the purposes as agreed to in this Exhibit A.

2. **Participant Obligations.** In consideration of the Innovation Fund payment set forth in this Agreement, Participant shall perform obligations in accordance with the terms, conditions, and specifications set forth herein, including as follows:

    a. Point of Contact. Within one (1) month of the Effective Date, Participant agrees to provide a dedicated point of contact to CPA for coordination and reporting purposes throughout the Term of this Agreement.

    b. Meetings. Participant will provide project status and updates to CPA in regularly scheduled meetings, planned for every other month. Program updates and requests for reimbursement will be covered during these meetings, prior to Participant submitting payment requests.

    c. Reporting. Participant agrees to provide CPA with a Status Report every six (6) months, and a project summary report ("Summary Report") upon completion of their Innovation Fund project. The Status Report must include the metrics agreed upon by the Parties in the project scope as defined below. The Summary Report shall detail the outcomes of Participant's Innovation Fund project, how funding provided by CPA was utilized to implement the project, and the key project metrics and benefits resulting from implementation of the Innovation Fund project.

    d. Scope and Budget. Participant shall mutually agree with CPA on a project scope and budget ("Project Scope and Budget") that details expected milestones, targeted number of participants, quarterly budget, and expected results, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to this Agreement. Project implementation shall be completed within two (2) years of the Effective

Date of this Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget. Finalization of the Project Scope and Budget document can occur after execution of this Agreement, and can be updated throughout the term of the project upon agreement by both Parties.

e. Project Funding. Participant shall specify expected use of funding for their Innovation Fund project ("Project Funding") and note those plans in the Project Scope and Budget. The Project Funding agreed upon by both Parties will be considered eligible expenses for CPA payment.

    i. Participant acknowledges and agrees that any costs for consultant fees, installation of equipment, rebates or incentives to customers, or any other Innovation Fund project measures that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
    ii. If Participant elects to distribute Project Funding to customers as part of their Innovation Fund project, Participant acknowledges that funding recipients are CPA customers as noted below.
    iii. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, subject to any requirements by those funding sources. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.
    iv. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.

f. CPA Customer. Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive financial reimbursement under this Agreement. Further, Participant acknowledges that any funding distributed to customers as part of the Participant's Innovation Fund project shall only be distributed to CPA customers.

g. Ongoing Data: Participant agrees to provide CPA access to Innovation Fund project findings and share project data up to one-year following completion of their Innovation Fund project, and participate in a one-year post award interview to share project status and results.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Project Summary:

- Agency Name: City of Carson
- Agency Point of Contact: Reata Kulcsar
- Innovation Fund Project Title: EV Charging Wallet Pilot Program
- Innovation Fund Project Goals: Provide discounted charging at the City's EV charging stations focused on supporting residents with limited EV charging access.
- Funding Amount Requested: $86,900

Table: Project Scope and Budget

Innovation Fund Project Measures and/or Activities	**Proposed Metrics**	**Timeline and Key Milestones**	**Proposed Budget per Measure**	**Anticipated Results or Benefits per Measure (if known)**
Summarize how Participant intends to use Project Funding to implement measures/ activities and how project results will be tracked through proposed metrics.				

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget.

A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Innovation Fund Project Measure	**Reimbursement Amount Requested**	**Documentation Provided (Invoice, Purchase Receipt, etc.)**	**Remaining Budget (of the total Project Funding amount)**
Total Amounts			

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.

Summary of Contracts

This document contains the following contracts.

Title	ID
Program Participation Agreement (City of Carson and Clean Power Alliance)	94ed1a69-c1c6-4aef-973b-1f0b8e38152f

Contract signed by:

Ted Bardacke

Signer ID: cbbc1e09-965b-46c0-90d0-3bf6d4287128
Email: tbardacke@cleanpoweralliance.org

Date / Time: Apr 23, 2025 at 6:25 PM EDT
IP Address: 160.72.195.26
User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/135.0.0.0 Safari/537.36

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 31.

To: Honorable Mayor and City Council

From: McKina Alexander, Planning Manager CD Planning

Subject: CONSIDER AWARD OF CONTRACT SERVICES AGREEMENTS FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES TO SEVEN FIRMS

I. SUMMARY

The City's Planning Division maintains agreements with on-call environmental consultants. These services are necessary to prepare Environmental Impact Reports, Environmental Assessments, peer reviews and other environmental assignments. The services are specialized and require technical analysis of environmental data and impacts of projects that staff is unable to provide. As current agreements are due to expire soon, a Request For Proposals (RFP) was conducted to identify qualified consultants. Staff requests City Council approval of the agreements with the on-call environmental consultants that were selected through the RFP process.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD an agreement for on-call environmental services to Albert A. Webb Associates, for five years, in the amount of $1,250,000.
2. AWARD an agreement for on-call environmental services to Catalyst Environmental Solutions Corp., for five years, in the amount of $1,250,000.
3. AWARD an agreement for on-call environmental services to Environmental Science Associates (ESA), for five years, in the amount of $1,250,000.
4. AWARD an agreement for on-call environmental services to FirstCarbon Solutions (FCS) International Inc., for five years, in the amount of $1,250,000.
5. AWARD an agreement for on-call environmental services to Michael Baker International, for five years, in the amount of $1,250,000.
6. AWARD an agreement for on-call environmental services to MRS International, for five years, in the amount of $1,250,000.
7. AWARD an agreement for on-call environmental services to T&B Planning, Inc., for five years, in the amount of $1,250,000.
8. AUTHORIZE the Mayor to execute the agreements, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action that the City Council deems appropriate.

IV. BACKGROUND

The City's Planning Division maintains agreements with on-call environmental consultants to review and prepare environmental documents for development projects proposed by private developers. Typical documents include Initial Studies/Negative Declarations/Mitigated Negative Declarations/Environmental Impact Reports, Environmental Assessments, peer reviews, and any necessary environmental documents. The current agreements with consultants that provide these services to the City will expire soon, so it was necessary to conduct a Request for Proposals (RFP) to identify qualified consultants to provide on-call environmental services to the City.

On May 22, 2025, RFP No. 25-028 was issued to solicit proposals from qualified environmental consulting firms. As a result of the RFP, nineteen (19) proposals were received. After review and evaluation, it was determined that the following firms were the most qualified, based upon the criteria specified in the RFP: Albert A. Webb Associates, Catalyst Environmental Solutions Corp., Environmental Science Associates, FCS International Inc., Michael Baker International, MRS International and T&B Planning, Inc. The selection of these consultants will provide the City with considerable flexibility in meeting the needs for ongoing environmental assessments.

The agreement with each consultant is for a five-year term, for an amount of $1,250,000. The costs will be funded by project developers through the City's deposit accounts. As these agreements are for on-call services, the consultants will be utilized only when necessary.

V. FISCAL IMPACT

There is no fiscal impact to the City. Project developers pay for the services through deposits.

VI. EXHIBITS

1. Request For Proposal No. 25-028
2. Draft Contract Services Agreement with Albert A. Webb Associates.
3. Draft Contract Services Agreement with Catalyst Environmental Solutions Corp.
4. Draft Contract Services Agreement with Environmental Science Associates.
5. Draft Contract Services Agreement with FCS International Inc.
6. Draft Contract Services Agreement with Michael Baker International.
7. Draft Contract Services Agreement with MRS International
8. Draft Contract Services Agreement with T&B Planning, Inc.

Attachments

RFP 25-028.pdf
Draft Albert A Webb Associates On-Call Environmental Consultant Contract.pdf
Draft Catalyst Environmental Solutions On-Call Environmental Consultant Contract.pdf
Draft Environmental Science Associates On-Call Environmental Consultant Contract.pdf
Draft FCS International Inc. On-Call Environmental Consultant Contract.pdf
Draft Michael Baker International On-Call Environmental Consultant Contract.pdf
Draft MRS Environmental On-Call Environmental Consultant Contract.pdf
Draft T&B Planning On-Call Environmental Consultant Contract.pdf

Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP): 25-028

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

ON-CALL ENVIRONMENTAL CONSULTING SERVICES

ISSUE DATE:	**05/22/2025**
QUESTIONS DEADLINE:	**05/29/2025 | 2:00 PM**
PROPOSAL DEADLINE:	**06/12/2025 | 5:00 PM**

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 for 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 25-028 and any details in PlanetBids, this RFP 25-028 shall control and govern.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.us/Finance/Bidding.aspx

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson ("City") Planning Division requests written responses to a Request for Proposals (RFP) for selection of On-Call Environmental Consultant(s) to provide environmental consulting services for one or more proposed projects, including but not limited to, general plan amendments, rezones, design reviews, conditional use permits and specific plans.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

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 in 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 deem 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 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 "

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.

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 20 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 as required herein must be performed by the awarded

contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

- ☐ Cost File – Include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Include hourly rates for all personnel classifications/titles that would typically be required to complete the Scope of Work, any additional applicable fees that would be applicable, and an overall project budget for the successful completion of the outlined scope. Include hourly rates for additional work which may be authorized by the City's Contract Officer.
    - Cost Files must be submitted as a standalone document, utilizing the Cost File upload option in Planet Bids.
    - The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.
    - Permits, licenses and fees must be obtained at the awarded contractor's sole expense.
    - Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

II. Required General Attachments (Attached as Exhibit A)

- ☐ Bidder/Proposer Affidavit
- ☐ Affidavit of Non-Collusion and Non-Discrimination
- ☐ Affidavit of Non-Federal Lobbyist Requirement
- ☐ Debarment and Suspension Certification
- ☐ Acknowledgment of Insurance Endorsements – Insurance requirements are outlined in Section 5.1 of the City's Form Contract (Attached as Exhibit B)
- ☐ Client Reference List
- ☐ W9
- ☐ Modifications to the City's Form Contract (If applicable)
    - Proposers requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
    - Award is based on a successful negotiation. Failure of the City and any proposer to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another proposer.

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 City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement, must be submitted by the deadline for questions. 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 qualification to complete the scope of work. All proposers must meet the following, at minimum:

- Qualification 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. 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	Weight
0.	Responsive	Pass/Fail
1.	Understanding of the scope of services: Adherence to project needs as outlined in the RFP.	10%
2.	Demonstrated professional skills and credentials: Review of firm's experience, personnel, technical expertise and years in business.	15%
3.	Related experience: Experience in performing similar work, demonstrated ability to manage and coordinate the services, deliver quality products/services, be a reliable provider and meet deadlines.	20%
4.	Quality of submission: Review of overall quality of presentation and completeness, especially references and examples provided.	10%
5.	Approach to performing this type of services: Review of approach and methodology to provide the required services such as tasks necessary to complete work, enhance services, reduce the costs or speed delivery and	10%

	approvals.	
6.	Familiarity with City, County and State procedures: Review of demonstrated expertise related to appropriate procedures.	15%
7.	References/satisfaction of previous clients: Review of client references relevant to providing design review services.	10%
8.	Cost	10%
	Total	**100%**

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 25-028)
ON-CALL ENVIRONMENTAL CONSULTING SERVICES

The following is a sample of the projects requiring environmental analysis:

A. The project consists of 16 acres located in a Specific Plan area. This includes the removal of existing office buildings and construction of a new 443,000 square foot distribution center and will require a General Plan Amendment, rezone, an amendment to the Specific Plan, and design review.

B. The project consists of 1.5 acres on multiple lots located in the Carson Street Mixed-Use District. This includes 95 multi-family residential units and will require a General Plan Amendment, rezone, a new Specific Plan and design review.

C. The project consists of 450 acres located in a Specific Plan area. This includes construction of new 80,000 square feet of retail and 1.7 million square feet of industrial waste-to-energy facility and will require an amendment to the Specific Plan.

A. Project Objectives

- The Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Negative Declarations, Mitigated Negative Declarations, Initial Studies, technical studies and other California Environmental Quality Act (CEQA) documentation for proposed projects.
- The City will, based on qualifications presented in the response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.
- The purpose of this RFP is to solicit and select a firm to provide Consultant services to augment City staff as it relates to CEQA. Under the direction of the City's Planning Manager, the Consultant will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA. All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services to the City.
- In accordance with CEQA, the City of Carson follows CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services.

B. Tasks and Deliverables

- Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

- Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

- Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

- Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

- Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants

that have not been approved.

C. Review and Acceptance

All work products are subject to review and acceptance by the City. The Consultant must revise any work that is not satisfactory without additional charge until it is accepted by the City.

D. Schedule of Performance

- Consultant shall provide a proposed schedule of performance, outlining the general requirements of project of similar magnitude or scope.
- The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2 of the contract.

EXHIBIT A

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Processions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verity the following:

1. That I/we am/are (an) authorized signatory(ies) for the Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Carson;

2. That the bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

3. That the bid/proposal is genuine; that all statements of fact in the bid/proposal are true;

4. That the Bidder has not been debarred from participation in any State or Federal works project;

Signature: _____ Signature:_____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐Bidder/Proposer's Bylaws/Operating Agreement Section: _____

☐Board Resolution

☐Corporate or Business Professions Code

IMPORTANT NOTE: If the signature authorization status of any individual changes at any time, it is the responsibility of the Bidder to contact the authorized City Staff regarding the change and to complete and submit new Bidder Information Form. Incorrect information on file may delay the processing of any of the documents submitted.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Collusion and Non-Discrimination

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the above statements are true and accurate.

***Authorized Official**:*

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____

Address: _____

_____

Telephone: _____

I hereby swear (or affirm) under the penalty of perjury:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above-name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this IFB/RFP/RFQ.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 202__ ("RFP"/"IFB"/"RFQ"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in Section _____ ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the IFB/RFP/RFQ) and (ii) the Other Insurance requirements described in the IFB/RFP/RFQ, if any, I represent that I am the authorized Insurance Broker of Record for Company, and by signing below, I acknowledge, warrant and represent that Company meets the requirements set forth in Insurance Provisions and any applicable Other Insurance requirements, and if requested , shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

[PLEASE CHECK ALL THAT APPLY]

____ General Liability

____ Automobile Liability

____ Worker's Compensation

____ Professional Liability

____ Pollution Liability

Other Insurance Provisions:

____ Cyber Liability

____ Crime Insurance

____ Bonds

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

Signature Date

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Client Reference List

Provide at least 3 references for projects of similar scope and capacity completed within the last 3 years. The City reserves the right to contact any references provided.

Bidder/Proposer Name: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

Authorized Official:

Signature: _____

Date: _____

Name: _____

Title: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

For Reference Only

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND

_____

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 _____, _____ ("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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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 _____ Dollars ($_____) (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.

For Reference Only

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.

For Reference Only

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:

_____

(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.

For Reference Only

4.3 Contract Officer.

The Contract Officer shall be _____. 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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

(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.

For Reference Only

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 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, 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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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

_____

, Mayor

ATTEST:

_____

, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____

Name:
Title:

By:_____

Name:
Title:
Address:_____

_____

_____

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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:

A.

B.

C.

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

A.

B.

C.

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:

For Reference Only

A.

B.

C.

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.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

For Reference Only

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

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.

For Reference Only

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

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

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	**Task A**	_____	_____
B.	**Task B**	_____	_____
C.	**Task C**	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

For Reference Only

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

ALBERT A. WEBB ASSOCIATES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALBERT A. WEBB ASSOCIATES

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 ALBERT A. WEBB ASSOCIATES, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Two Hundred Fifty Thousand Dollars ($1,250,000)** (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 five (5) 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:

Stephanie Standerfer	Vice 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 McKina Alexander, Planning Manager, 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 by City therefor.

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:

ALBERT A. WEBB ASSOCIATES, a California corporation

By:_____
Name: Matthew E. Webb
Title: CEO

By:_____
Name:
Title:
Address: 3788 McCray Street
Riverside, CA 92506

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:

II. On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

III. Consultant's on-call Environmental Consulting Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

IV. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using

the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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.

V. 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 requested by the Contract Officer.

VI. 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.

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

A. Stephanie Standerfer, Principal in Charge, Vice President

B. Cherly DeGano, Technical Advisor, Practice Area Leader & QA/QC

C. Eliza Laws, Environmental Project Manager, Air Quality Practice Leader

D. Monica Tobias, Environmental Project Manager, Air Quality Studies

E. Autumn DeWoody, Environmental Project Manager, Regulatory Permitting / Water Resources

F. Melissa Perez, Environmental (CEQA) Project Manager

G. Emily Webb, J.D., QA/QC/Peer Review/Findings, CEQA Legal Council

H. Jacqueline Gamboa, Environmental Analyst, CEQA

I. Cameron Houser, Environmental Analyst, CEQA

J. Noemi Avila, Environmental Analyst, Air Quality Studies/GIS/CEQA

K. Julia Archibeque, Environmental Analyst, CEQA/GIS

L. Jeff Hutchins, PLA, Webb Technical Support (Visual Simulations), Manager, Landscape Architecture

M. Jaimee Bourgeois, PE, TE, Webb Technical Support (Transportation Preparer), Deputy Director

N. Kawai Mang, EIT, Webb Technical Support (Transportation Preparer), Project Engineer

O. Approved Subconsultants:

1. SWCA Environmental Consultants, Technical Subconsultant, Biological and Cultural Resources

2. dBF Associates, Inc., Technical Subconsultant, Noise Analysis

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2, "Consultant's Proposal," of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the ***scope of services set forth in*** Consultant's ***proposal titled "On-Call Environmental Consulting Services RFP 25-028," dated June 12, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,000 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT C-1
BILLING RATES

I. Consultant's rates are set forth as follows:

WEBB ASSOCIATES

Fee Schedule

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	**Rates $/Hour**
Principal II	312.00
Principal I	298.00
Senior III	280.00
Senior II	267.00
Senior I	258.00
Associate III	240.00
Associate II	229.00
Associate I	217.00
Assistant V	196.00
Assistant IV	176.00
Assistant III	163.00
Assistant II	147.00
Assistant I	130.00
Survey Services	
2-Person Survey Party	326.00
1-Person Survey Party	234.00
Inspection Services	
Construction Manager II	280.00
Construction Manager I	200.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage)	200.00
Administrative Services	
Project Coordinator	141.00
Administrative Assistant III	120.00
Administrative Assistant II	107.00
Administrative Assistant I	85.00
Other Direct Expenses	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant	385.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	36.00
In-House Delivery 1/2 Hour up to 1 Hour	70.00
In-House Delivery Over 1 Hour up to 2 Hours	130.00
In-House Delivery Over 2 Hours	185.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION

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 CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Two Hundred Fifty Thousand Dollars ($1,250,000)** (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 five (5) 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:

Daniel R. Tormey	Managing 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 McKina Alexander, Planning Manager, 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 by City therefor.

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:

CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION, a California corporation

By:_____
Name: David Blankenhorn
Title: CEO

By:_____
Name:
Title:
Address: 14900 Magnolia Blvd, #5333
Sherman Oaks, CA 91403

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:

On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant's on-call Environmental Consulting Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using

the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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.

IV. 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 requested by the Contract Officer.

V. 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.

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

A. Daniel Tormey, PhD, PG, Contract Manager, Project Manager, Physical Sciences (Geology and Soils, Hazards, Water Resources)

B. Megan Schwartz, MESM, Project Manager, Social Sciences, Water Resources, Land Use, Aesthetics, Public Services, Utilities, Population and Housing, Recreation, Environmental Justice

C. Paden Voget, PE, Project Manager, Physical Sciences Lead, Air Quality, Geology, Global Climate Change, Hydrology and Water Quality, Hazards and Hazardous Materials, Traffic, Transportation

D. Lindsey Garner, PhD, Project Manager, Biological Resources, Human Health and Ecological Risk Assessment

E. Benjamin Pogue, AICP, PMP, Project Manager, Social Science (Land Use, Aesthetics, Population and Housing, Public Services)

F. Hannah Donaghe, Project Manager, Biological Resources

G. Adrian Gonzalez, Air Quality, GHG, Noise and Energy, Land Use, Aesthetics, Public Services, Utilities, Population and Housing, Recreation, Environmental Justice

H. Olivia Hogan, Land Use, Aesthetics, Public Services, Utilities, Population and Housing, Recreation, Environmental Justice

I. Tim Lee, Land Use, Aesthetics, Public Services, Utilities, Population and Housing, Recreation, Environmental Justice

J. Charlie Piechowski, GIS, Land Use, Aesthetics, Public Services, Utilities, Population and Housing, Recreation, Environmental Justice

K. David Blankenhorn, Geology, Hazards and Wildfire

L. Emily Merickel, Biological Resources

M. Katie Tipton, RPA, Cultural Resources

N. Gigi Dean, Cultural Resources

O. Lexxie Crocker, GIS

P. Approved Subconsultant:

1. Fehr & Peers, Subconsultant, Transportation Engineering and Planning Services

    (a) Miguel Nunez, AICP, Traffic/Transportation

    (b) Fatemeh Ranaiefar, PhD, Traffic/Transportation

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2, "Consultant's Proposal," of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the ***scope of services set forth in*** Consultant's ***proposal titled "On-Call Environmental Consulting Services," dated June 11, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P~~p~~roposal*** and this Agreement, the terms of this Agreement shall govern."

II. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,000 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT C-1
BILLING RATES

I. Consultant's rates are set forth as follows:

Job Title – Rate Schedule	Rate	Unit
Catalyst Environmental Solutions Corporation		
Technical/Managing Director	$325	Per Hour
Senior Principal	$288	Per Hour
Principal	$252	Per Hour
Associate	$231	Per Hour
Senior Consultant	$215	Per Hour
Senior Scientist/Planner 1	$206	Per Hour
Senior Scientist/Planner 2	$195	Per Hour
Staff Scientist/Planner 1	$175	Per Hour
Staff Scientist/Planner 2	$160	Per Hour
Staff Scientist/Planner 3	$150	Per Hour
Project Coordinator/Support	$100	Per Hour
* Materials and supplies, subconsultant fees, and any other direct costs identifiable to an assignment will be charged at cost plus ten percent (10%).		
Fehr & Peers		
Principal	$280.00 - $400.00	Per Hour
Senior Associate	$210.00 - $325.00	Per Hour
Associate	$185.00 - $285.00	Per Hour
Senior Engineer/Planner	$160.00 - $235.00	Per Hour
Engineer/Planner	$130.00 - $190.00	Per Hour
Senior Engineering Technician	$150.00 - $240.00	Per Hour
Senior Project Accountant	$125.00 - $190.00	Per Hour
Senior Project Coordinator	$125.00 - $185.00	Per Hour
Project Coordinator	$125.00 - $175.00	Per Hour
Technician	$145.00 - $190.00	Per Hour
Intern	$100.00 - $130.00	Per Hour
* Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling. ** Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.		

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ENVIRONMENTAL SCIENCE ASSOCIATES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ENVIRONMENTAL SCIENCE ASSOCIATES

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 ENVIRONMENTAL SCIENCE ASSOCIATES, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Two Hundred Fifty Thousand Dollars ($1,250,000)** (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 five (5) 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:

Tamseel Mir	Contract 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 McKina Alexander, Planning Manager, 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 by City therefor.

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:

ENVIRONMENTAL SCIENCE ASSOCIATES, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 575 Market Street, Ste 3700
San Francisco, CA 94015

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:

On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant's on-call Environmental Consulting Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using

the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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.

IV. 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 requested by the Contract Officer.

V. 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.

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

A. Tamseel Mir, Contract Manager

B. Brian Allee, Task Order Manager

C. David Crook, AICP, Task Order Manager

D. Meghan Gibson, Task Order Manager

E. Mike Harden, Task Order Manager

F. Michael Houlihan, AICP, Task Order Manager

G. Luci Hise-Fisher, Task Order Manager

H. Shannon Wages, Aesthetics, Land Use/Planning

I. Yasaman Samsamshariat, Aesthetics, Land Use/Planning

J. Alan Sako, LEED AP BD+C, Air Quality, Energy, GHG, Health Risk

K. Elbert Hsiung, Air Quality, Energy, GHG, Health Risk

L. Lindsay Olson, Biological Resources

M. Kyle Garcia, RPA, Cultural Resources

N. Shannon Papin, Cultural Resources

O. Michael Burns, CHG, CEG, PG, QSD, Geology, Soils, Hazards, Hazmat, Hydrology, Water Quality

P. Tim Witwer, LEED, AP BD+C, Noise/Vibration

Q. Abdul Khan, Noise/Vibration

R. Annie Cadiz, AICP, Population/Housing, Public Services, Recreation, Utilities

S. Ana Rodriguez Lomeli, Population/Housing, Public Services, Recreation, Utilities

T. Approved Subconsultants:

1. Fehr & Peers, Subconsultant, Transportation

    (a) Miguel Nunez, AICP, Transportation

    (b) Fatemeh Ranaiefar, PhD, Transportation

2. Geosyntec Consultants, Inc., Subconsultant, Geology, Soils, Hazards, Hazmat, Hydrology, Water Quality

    (a) Shana McCarthy, PG, Due Diligence, Site Characterization, Remediation

    (b) Goodwin Wharton, PG, Geotech, Geology, Soils, Hazards, Hazmat

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2, "Consultant's Proposal," of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the ***scope of services set forth in*** Consultant's ***proposal titled "Proposal for On-Call Environmental Consulting Services RFP # 25-028," dated June 12, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,000 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT C-1
BILLING RATES

I. Consultant's rates are set forth as follows:

Job Title	Rate	Unit
Senior Principal Consultant 6	$426.00	Per Hour
Senior Principal Consultant 5	$394.00	Per Hour
Senior Principal Consultant 4	$362.00	Per Hour
Senior Principal Consultant 3	$330.00	Per Hour
Senior Principal Consultant 2	$300.00	Per Hour
Senior Principal Consultant 1	$271.00	Per Hour
Principal Consultant 6	$382.00	Per Hour
Principal Consultant 5	$351.00	Per Hour
Principal Consultant 4	$321.00	Per Hour
Principal Consultant 3	$290.00	Per Hour
Principal Consultant 2	$261.00	Per Hour
Principal Consultant 1	$229.00	Per Hour
Managing Consultant 6	$328.00	Per Hour
Managing Consultant 5	$304.00	Per Hour
Managing Consultant 4	$280.00	Per Hour
Managing Consultant 3	$256.00	Per Hour
Managing Consultant 2	$230.00	Per Hour
Managing Consultant 1	$207.00	Per Hour
Senior Consultant 6	$280.00	Per Hour
Senior Consultant 5	$258.00	Per Hour
Senior Consultant 4	$235.00	Per Hour
Senior Consultant 3	$213.00	Per Hour
Senior Consultant 2	$189.00	Per Hour
Senior Consultant 1	$172.00	Per Hour
Associate Consultant 6	$228.00	Per Hour
Associate Consultant 5	$214.00	Per Hour
Associate Consultant 4	$199.00	Per Hour
Associate Consultant 3	$184.00	Per Hour
Associate Consultant 2	$171.00	Per Hour
Associate Consultant 1	$155.00	Per Hour

Job Title	Rate	Unit
Consultant 6	$188.00	Per Hour
Consultant 5	$174.00	Per Hour
Consultant 4	$160.00	Per Hour
Consultant 3	$144.00	Per Hour
Consultant 2	$131.00	Per Hour
Consultant 1	$116.00	Per Hour
Project Technician 6	$200.00	Per Hour
Project Technician 5	$176.00	Per Hour
Project Technician 4	$154.00	Per Hour
Project Technician 3	$132.00	Per Hour
Project Technician 2	$109.00	Per Hour
Project Technician 1	$84.00	Per Hour
Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime	N/A	Per Hour
See attached for non-labor expenses		
Overall Project Budget (Estimate)	N/A	**NTE**

A. Technology and Data Management Fee

Starting January 2023, ESA implemented a 3% Technology and Data Management fee on all applicable contracts, excluding charges related to equipment rentals, reimbursable expenses, and subcontractor fees. This fee plays a pivotal role in mitigating an array of technology and data management expenditures incurred by ESA to ensure the delivery of the comprehensive and high-quality services our clients expect. These expenses include, but are not limited to:

- **Long-Term Data Retention and Security Administration:** Covering the expenses associated with administering the protection of client data and assets throughout and beyond the contractual period.
- **Development and Maintenance of Internal ESA Software Tools**: Accounting for the ongoing investments required to create and maintain tools integral to our client engagements.
- **Data Privacy and Security Maintenance:** Encompassing the costs involved in maintaining data privacy and security, including regular security audits to uphold the highest standards.
- **Advanced Technology-Related Costs:** Addressing the escalating expenses associated with subscriptions for cutting-edge technical software, licenses, and cloud data services.

This fee structure enables ESA to uphold its commitment to providing clients with top-tier services while managing the ever-evolving demands of technology and data management in the work that we do.

B. Cloud-based Services

ITEM	RATE/HOUR	RATE/DAY	RATE/WEEK	RATE/MONTH
Cloud-based Services				
Nearmap High Resolution Images		$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				$225
Website Hosting				$200
Custom Application & Services Hosting*				$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	$7	$160	$950	$3,900
Aviation Environmental Design Tool (AEDT) Processing	$13	$190	$1,120	$4,600

*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.

C. Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	$0.15	
Black & White – 11 x 17	$0.30	
Color – 8.5 x 11	$0.50	
Color – 11 x 17	$0.80	
B&W – Plotter (Toner – ECO Quality)	$0.50/sf	24x36 B/W CAD drawing would cost $3 per sheet
B&W – Plotter (Toner – Presentation Quality)	$1.25/sf	24x36 B/W CAD drawing would cost $7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	$2.50/sf	24x36 Color Drawing would cost $15 per sheet

Color – Plotter (Inkjet – Presentation Quality)	$5.00/sf	24x36 Color Drawing would cost $30 per sheet
CD	$10.00	
Digital Photography	$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

D. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	$ 100[a]	$ 500[a]	
Vehicles – 4x4 /Truck (light duty)	150[a]		
Vehicles – 4x4 /Truck (heavy duty)	175[a]		
Vehicles – ATV	150		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofisher	350	1,750	
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Block Net	30		
PIT Tagging Kit	25		
Underwater Light Meter		500	
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Personal Protective Equipment (PPE)	25		
Photo and Video Production Equipment:			
Mirrorless Camera + Lens + SD Card	220	550	2000
Tripod + Camera Case	50	175	500
Lighting Equipment	20	75	250
Shotgun Microphone Kit	15	50	180
2 Person Microphone Kit	10	25	85
Topographic/Bathymetric Survey Equipment:			
Total Station	300		
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	80		
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	175	600	
Sidescan Sonar	200		
Sound Velocity Profiler	75		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	$ 50	$ 300	$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Radar Wave Sensor with Logger Box	150	300	1000
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	$	$	$ 400
Logging Conductivity/Water Level Recorder			250
Remote Monitoring Logger Box		75	250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helley-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
Boats:			
Small Watercraft	$ 75	$ 300	
15'-17' Boat	350	1,200	
18'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	

[a] Actual project charges will include the daily rate plus $0.75 per beyond 100 miles

II. For City-consented subconsultants:

Fehr & Peers

2024-2025

(July 2024 through June 2025)

Hourly Billing Rates

Classification	Hourly Rate
Principal	$280.00 - $400.00
Senior Associate	$210.00 - $325.00
Associate	$185.00 - $285.00
Senior Engineer/Planner	$160.00 - $235.00
Engineer/Planner	$130.00 - $190.00
Senior Engineering Technician	$150.00 - $240.00
Senior Project Accountant	$125.00 - $190.00
Senior Project Coordinator	$125.00 - $185.00
Project Coordinator	$125.00 - $175.00
Technician	$145.00 - $190.00
Intern	$100.00 - $130.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.*

GEOSYNTEC CONSULTANTS
2025 U.S. RATE SCHEDULE

Staff Professional	$175
Senior Staff Professional	$200
Professional	$227
Project Professional	$254
Senior Professional	$285
Principal	$310
Senior Principal	$330
Technician I	$96
Technician II	$105
Senior Technician I	$115
Senior Technician II	$125
Site Manager I	$135
Site Manager II	$155
Construction Manager I	$165
Construction Manager II	$180
Senior Designer	$215
Designer	$180
Senior Drafter/Senior CADD Operator	$165
Drafter/CADD Operator/Artist	$150
Project Administrator	$98
Clerical	$80
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	$ .09

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

FCS INTERNATIONAL, INC. DBA FIRSTCARBON SOLUTIONS

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
FCS INTERNATIONAL, INC. DBA FIRSTCARBON SOLUTIONS

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 FCS INTERNATIONAL, INC., a California corporation DBA FIRSTCARBON SOLUTIONS ("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 Two Hundred Fifty Thousand Dollars ($1,250,000)** (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 five (5) 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:

Cecilia So	Project 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 McKina Alexander, Planning Manager, 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 by City therefor.

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:

FCS INTERNATIONAL, INC., a California corporation DBA FIRSTCARBON SOLUTIONS

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 250 Commerce, St. 210
Irvine, CA 92602

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:

On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant's on-call Environmental Consulting Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using

the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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.

IV. 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 requested by the Contract Officer.

V. 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.

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

A. Cecilia So, Project Director

B. Angela C. Wolfe, Project Manager

C. Prathna Maharaj, MURP, AICP, Project Manager

D. Megan Starr, JD, Legal Counsel

E. Tsui Li, MURP, Air Quality/Greenhouse Gas Emissions and Energy Specialist

F. Joseph Vu, Biological Resources and Regulatory Compliance Specialist

G. Stefanie E. Griffin, MA, RPA, Cultural Resources Specialist

H. Philip Ault, MS, LEED AP, Noise Specialist

I. Yiu Kam, Visual Simulations Specialist

J. Approved Subconsultants:

1. Verdantas Inc., Subconsultant, Geotechnical/Hazards Specialist

(a) Eric Holliday, PG, CEG

2. Cameron-Cole, LLC, Subconsultant, Hazards/Hazardous Materials Specialist

(a) Michael Stephenson, MBA, ERM

3. Fuscoe Engineering, Inc., Subconsultant, Hydrology/Water Quality Specialist

(a) Ian Adam, MESM, CPSWQ, QSD

4. LG2WB Engineers, Inc. dba Linscott, Law & Greenspan, Engineers, Subconsultant, Traffic and Transportation

(a) Daniel A. Kloos, PE

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2, "Consultant's Proposal," of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the ***scope of services set forth in*** Consultant's ***proposal titled "On-Call Environmental Consulting Services (RFP No. 25-028)," dated June 12, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,000 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT C-1
BILLING RATES

I. Consultant's rates are set forth as follows:

Job Title	Rate	Unit
President	$320–$340	Per Hour
Director/Vice President	$270–$320	Per Hour
Legal Counsel	$220–$260	Per Hour
Associate Director/Senior Team Leader	$220–$270	Per Hour
Senior Project Manager/Senior Scientist/Senior Regulatory Scientist	$180–$240	Per Hour
Project Manager/Scientist/Regulatory Scientist	$140–$190	Per Hour
Assistant Project Manager/Assistant Scientist/Assistant Regulatory Scientist	$120–$140	Per Hour
Environmental Analyst/Technical Analyst/Regulatory Analyst	$90–$120	Per Hour
Senior Graphic Designer/Geographic Information System (GIS) Manager	$150–$210	Per Hour
Graphic Designer/GIS/Computer-aided Design and Drafting (CADD) Specialist	$110–$150	Per Hour
Publications Coordinator/Technical Editor	$110–$150	Per Hour
Word Processor	$95–$130	Per Hour
Archaeological/Paleontological Monitor I/II	$80–$130	Per Hour
Archaeological/Paleontological Monitor III	$130–$160	Per Hour
Biological Monitor I/II	$95–$130	Per Hour
Biological Monitor III	$130–$160	Per Hour
Reprographics Assistant/Intern	$70–$90	Per Hour
Administrative Assistant/Accounting/Clerical	$70–$110	Per Hour

Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime	Minimum of 1.5 times the above rates.	TBD
Expert Testimony, Litigation Support, and Depositions/Court Appearances	Minimum of 2 times the above rates.	TBD
Travel, Messenger Service, Reprographics, Lodging, Meals, Blueprint, Reproduction, and Photographic Services	Cost, as charged to FirstCarbon Solutions (FCS), plus a 10 percent administrative fee.	TBD
Subcontractor's Fees	Cost, as charged to FCS, plus a 15 percent administrative fee.	TBD
Passenger Cars	$0.70	Per Mile
Four-wheel-drive Vehicles	$95	Per Day
Four-wheel-drive Vehicles	$0.70	Per Mile
Record Checks	Fees vary by facility and project.	TBD
Museum Curation	Fees vary by city and project.	TBD
Cultural Resources Storage/Curation of Fossil and Artifact Collections	Cost, as charged to FCS, plus a 10 percent administrative fee.	TBD
Per Diem	Fees charged at the USA Federal (GSA) Rate. Lodging surcharge may apply in high-rate areas.	Per Day
US Fish and Wildlife Service/California Department of Fish and Wildlife Impacts or Mitigation Fees	Cost, as charged to FCS, plus a 10 percent administrative fee.	TBD
Overall Project Budget (Estimate)		**NTE**

II. For City-consented subconsultants:

Verdantas Inc. Costs

Job Title	Rate	Unit
Principal Geologist	$295	Per Hour
Associate Geologist / Engineer	$261	Per Hour
Senior Engineer/Geologist	$238	Per Hour
Project Engineer/Geologist	$214	
Senior Staff Engineer/Geologist	$185	
Staff Engineer/Geologist	$171	
Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime	1.5 x Rate	Per Hour
Principal Geologist	N/A	Per Hour
Associate Geologist / Engineer	N/A	Per Hour
Senior Engineer/Geologist	N/A	Per Hour
Project Engineer/Geologist	N/A	Per Hour
Senior Staff Engineer/Geologist	$ 277.50	Per Hour
Staff Engineer/Geologist	$ 256.50	Per Hour
Overall Project Budget (Estimate)		**NTE**

Cameron-Cole, LLC's Costs

Job Title	Rate	Unit
President	$310–$340	Per Hour
Practice Director	$260–$310	Per Hour
Legal Counsel	$250–$310	Per Hour
Senior Project Manager/Team Leader	$220–$260	Per Hour
Senior Scientist/Engineer/Hydrogeologist	$170–$220	Per Hour
Project Manager/Scientist/Engineer	$145–$190	Per Hour
Staff Scientist/Engineer/Hydrogeologist	$85–$145	Per Hour
Clerk/Accounting/Data Entry	$65–$90	Per Hour
Designer/Drafter/CADD	$95–$130	Per Hour
Senior Technician	$75–$95	Per Hour
Field Technician/Environmental Assistant/Administrator	$55–$75	Per Hour
Technical Writer	$110–$140	Per Hour
Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime	In accordance with State and local regulations	Per Hour
Legal Testimony and Depositions	50 percent of the regular hourly rate	Per Hour
Subcontracted Services (e.g., Surveyors, Well Drillers, Laboratory Services)	Cost plus a 20 percent general and administrative charge	TBD
Overall Project Budget (Estimate)		**NTE**

Fuscoe Engineering, Inc. Costs

Job Title	Rate	Unit
President / Vice President / Principal / Sr. Project Manager	$270	Per Hour
Project Manager / Technical Manager / Sr. Land Surveyor	$238	Per Hour
Assoc. Project Manager / Sr. Engineer / Sr. Designer / Sr. Stormwater Engineer	$220	Per Hour
Land Surveyor / Engineer / Designer / Stormwater Engineer / Specialist	$195	Per Hour
Project Scientist / GIS Analyst	$190	Per Hour
Sr. Survey Analyst / Sr. Mapping Analyst	$185	Per Hour
GIS Coordinator / Data Scientist	$172	Per Hour
Assoc. Engineer / Assoc. Stormwater Engineer / Stormwater Tech. / Plan Processor	$160	Per Hour
Geospatial Specialist / Survey Analyst / Mapping Analyst	$160	Per Hour
Stormwater Inspector	$135	Per Hour
3D Artist / Survey Technician	$130	Per Hour
Image Technician	$114	Per Hour
Information Coordinator	$110	Per Hour
1-Man Survey Crew	$226	Per Hour
2-Man Survey Crew	$354	Per Hour
3-Man Survey Crew	$450	Per Hour
Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime	1.5 x Normal Rates	Per Hour
Reproduction & Other Reimbursable Expenses	20% Handling Surcharge	N/A
Overall Project Budget (Estimate)	**HOURLY**	**NTE**

Linscott, Law & Greenspan, Engineers Costs

Job Title	Rate	Unit
Principal Engineer	$298	Per Hour
Senior Transportation Engineer	$226	Per Hour
Senior Transportation Planner	$200	Per Hour
Transportation Engineer I	$147	Per Hour
Engineering Associate II	$145	Per Hour
Engineering Associate I	$140	Per Hour
Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime	1.50 times the standard hourly rate	Per Hour
Parking	N/A	
Courier Expense	N/A	
Review Fees	To Be Determined By City Staff	
Subconsultant Charges	Based On The Specific Project Needs	
Overall Project Budget (Estimate)	**N/A**	**NTE**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MICHAEL BAKER INTERNATIONAL, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MICHAEL BAKER INTERNATIONAL, 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 MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania 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 Two Hundred Fifty Thousand Dollars and Zero Cents ($1,250,000.00)** (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; (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 five (5) 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:

Richard Beck	Vice President
(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 McKina Alexander, Planning Manager, 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 by City therefor.

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 California 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, mav, rjl]

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 500 Grant Street, Suite 5400
Pittsburgh, PA 15219

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:

On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting Services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting Services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant's on-call Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

III. Consultant shall perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task

Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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. 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 requested by 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. Richard Beck, Principal in Charge

B. Eddie Torres, Project Manager

C. Frances Yau, AICP, Task Manager

D. Jessic Ditto, Task Manager

E. Kristen Bogue, Task Manager

F. Oscar Escobar, Environmental Analyst

G. Dennis Dinh, Environmental Analyst

H. Winnie Woo, Environmental Analyst

I. Allison Beauregard, Environmental Analyst

J. Art Popp, Biological Resources

K. Zhe Chen, LEED Green Associate

L. Terrence Chen, P.E., QSD/QSP

M. Marc Beherec, Ph.D., R.P.A.

N. Jordan Gray, P.E., T.E.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text show in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 1.2 (Consultant's Proposal) is hereby amended to read as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "On-Call Environmental Consulting Services (RFP): 25-028" dated June 12, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P~~p~~roposal*** and this Agreement, the terms of this Agreement shall govern."

II. Section 1.3 (Compliance with Law) is hereby amended to read as follows:

"1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ***applicable*** 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."

III. 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."

IV. Section 5.1 (Insurance Coverages) is hereby amended to read as follows:

"5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content ***reasonably*** 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."

V. Section 5.2 (General Insurance Requirements) is hereby amended to read as follows:

"5.2 General Insurance Requirements.

Except for professional liability and workers compensation, 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. ***Except for professional liability insurance, a***ny 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 ***under commercial general and automobile liability insurance*** (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, ***NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS***~~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."

VI. A new Section 9.8 (Waiver of Consequential Damages) is hereby added to the Agreement, to read in its entirety as follows:

"9.8 Waiver of Consequential Damages.

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,000.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT "C-1"
BILLING RATES

Job Title	Rate	Unit
Senior Principal	$290 - 355	Per Hour
Principal	$280 - 330	Per Hour
Program Manager	$270 - 330	Per Hour
Principal-in-Charge	$235 - 325	Per Hour
Contract Manager / Senior Project Manager / Principal Planner	$180 - 270	Per Hour
Project Manager	$150 – 255	Per Hour
Technical Manager / Task Manager	$150 - 255	Per Hour
Senior Engineer	$190 - 220	Per Hour
Senior Planner	$130 - 190	Per Hour
Landscape Architect	$160 - 205	Per Hour
Project Engineer	$160 - 180	Per Hour
Senior GIS Analyst	$150 - 205	Per Hour
Environmental Specialist	$110 – 155	Per Hour
Analyst	$135 - 160	Per Hour
Designer / Associate Planner	$105 - 155	Per Hour
Project Coordinator	$115 - 155	Per Hour
Environmental Analyst	$110 - 135	Per Hour
Design Technician	$115 – 130	Per Hour
Graphic Artist	$105 – 170	Per Hour
Assistant Planner/Engineer	$95 – 105	Per Hour
Planning Technician / Engineering Aid	$85 - 105	Per Hour
Office Support/Clerical	$85 - 105	Per Hour

Additional Fees		
Description	**Rate**	**Unit**
CADD	0.08	At Cost
Communications	0.14	At Cost
Computer Usage	0.45	At Cost
Equipment and Supplies	0.70	At Cost
Mileage		*Current IRS Rate*

Overall Project Budget (Estimate)	Estimated Fee
Environmental Impact Report*	$185,000 - $325,000
Initial Study/Mitigated Negative Declaration*	$75,000 - $125,000
Categorical Exemption*	$2,500 - $35,000
Technical Study*	Varies on type of study

* This is an estimated range, and the final fee would depend on the project characteristics and issues outlined in each task order. This estimated fee is solely for informational purposes and is not considered a final estimate.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MRS ENVIRONMENTAL, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MRS ENVIRONMENTAL, 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 MRS ENVIRONMENTAL, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Two Hundred Fifty Thousand Dollars and Zero Cents ($1,250,000.00)** (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; (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 five (5) 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:

Luis Perez	Senior Project Manager
(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 McKina Alexander, Planning Manager, 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 by City therefor.

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 California 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, mav, rjl]

CONSULTANT:

MRS ENVIRONMENTAL, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 1306 Santa Barbara Street
Santa Barbara, CA 93101

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:

On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting Services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting Services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant's on-call Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

III. Consultant shall perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task

Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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.

IV. 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 requested by Contract Officer.

V. 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.

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

A. Luis Perez, Senior Project Manager

B. Greg Chittick, Deputy Project Manager

C. Edward (Ted) Mullen, Senior Biologist

D. Dean Dusette, Senior Scientist

E. Nicole Trezza, Senior Scientist

F. Nik Kilpelainen, Senior Scientist

G. Haley Garrow, Geologist/Hydrogeologist

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text show in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 1.2 (Consultant's Proposal) is hereby amended to read as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "On-Call Environmental Consulting Services City of Carson RFP 25-028" dated June 12, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,000.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT "C-1"
BILLING RATES

Job Title	Rate	Unit
Principal: Engineering/Biologist/Scientist/Planner I	260	Per Hour
Principal: Engineering/Biologist/Scientist/Planner III	220	Per Hour
Principal II	190	Per Hour
		Per Hour
		Per Hour
		Per Hour
Additional Fees (if applicable)		
Description	**Rate**	**Unit**
Overtime		Per Hour
Overall Project Budget (Estimate)	$250,000–$300,000	**NTE**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

T&B PLANNING, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
T&B PLANNING, 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 T&B PLANNING, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Two Hundred Fifty Thousand Dollars and Zero Cents ($1,250,000.00)** (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; (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 five (5) 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:

Tracy Zinn	President
(Name)	(Title)

Nicole Morse	Vice President
(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 McKina Alexander, Planning Manager, 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 by City therefor.

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 California 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, mav, rjl]

CONSULTANT:

T&B PLANNING, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 3200 El Camino Real, Suite 100
Irvine, CA 92602

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:

On an on-call basis pursuant to Section III below, Consultant will perform environmental consulting Services for City's compliance with the California Environmental Quality Act (CEQA) and related environmental laws and regulations. The environmental consulting Services will provide assistance with: (a) preparing the Environmental Impact Reports (EIR), Negative Declaration, Mitigated Negative Declarations, Initial Studies, technical studies, and other California Environmental Quality Act (CEQA) documentation, as applicable to a given project or portion thereof to which Consultant may be assigned pursuant to Section IV below; (b) serving as a coordinator and providing the range of expertise necessary to carry out the normal functions of CEQA; and (c) performing other related environmental consulting services as may be requested by the City pursuant to Section III below for private and/or City initiated projects.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section III below. Consultant acknowledges that City retains an on-call panel of environmental consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant's on-call Services may include, but are not limited to, the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

III. Consultant shall perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The Task Order may be characterized as a "request for proposals" sent to the City's on-call panel of environmental consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section I of Exhibit "C" and Exhibit "C-1" ("Task

Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("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.

IV. 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 requested by Contract Officer.

V. 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.

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

A. Tracy Zinn, AICP, Principal/President

B. Nicole Morse, Esq., Principal/Vice President

C. Cristina Andersen, Principal

D. David Ornelas, Senior Associate

E. Amy Flores, Senior Project Manager

F. Tracy Chu, Project Manager

G. Various analysts of Consultant

H. Approved Subconsultants:

1. Urban Crossroads, Inc. – Approved subconsultant for technical studies/analysis in the following areas: Traffic, VMT, Parking, Transportation Safety, Air Quality, Health Risk, Noise, Energy.

2. Fehr & Peers – Approved subconsultant for technical studies/analysis in the following areas: Traffic, VMT, Parking, Transportation Safety.

3. NOREAS, Inc. – Approved subconsultant for technical studies/analysis in the following areas: Biological Resources.

4. BFSA Environmental Services - Approved subconsultant for technical studies/analysis in the following areas: Historic, Cultural, Paleontological Resources.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text show in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 1.2 (Consultant's Proposal) is hereby amended to read as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "Statement of Qualifications - Response to the Carson RFP No. 25-028 for On-Call Environmental Consulting Services" dated June 12, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. 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."

III. Section 5.2 (General Insurance Requirements) is hereby amended to read as follows:

"5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall ***(with the exception of the professional liability insurance)*** 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."

IV. Section 5.3 (Indemnification) is hereby amended to read as follows:

"5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, ***and*** 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~~ ***to the extent arising*** 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."

V. Section 6.3 (Ownership of Documents) is hereby amended to read as follows:

"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 ***receipt of undisputed fee*** ~~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."

VI. Section 7.9 (Attorneys' Fees) is hereby amended to read as follows:

"7.9 Attorneys' Fees.

"Prevailing Party" shall be defined as: (1) a claimant that is awarded net 51 percent of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) a defendant/respondent against whom a net award of 50 percent or less of a claimant's claim is granted. In claims for money damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the Prevailing Party. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services, which can only be pursuant to a Notice to Proceed on a Task Order issued pursuant to Section III of Exhibit "A". This Agreement does not guarantee that Consultant will receive any Task Order(s) or Notices to Proceed for performance of any services.

II. Consultant, in responding to a Task Order pursuant to Section III of Exhibit "A," shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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 $1,250,00.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit "C-1." To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT "C-1"
BILLING RATES

I. For Consultant:

Job Title	Rate	Unit
Principal	$245.00 - $280.00	Per Hour
Director	$205.00 - $245.00	Per Hour
Senior Associate/Technical Specialist	$195.00 - $235.00	Per Hour
Senior Project Manager/Development Manager	$175.00 - $205.00	Per Hour
Graphics Manager/GIS Specialist	$175.00 - $195.00	Per Hour
Project Manager	$165.00 - $185.00	Per Hour
Senior Planner	$135.00 - $165.00	Per Hour
Assistant Project Manager	$130.00 - $155.00	Per Hour
Project Coordinator	$110.00 - $140.00	Per Hour
Accounting Manager	$110.00 - $140.00	Per Hour
Technician-Graphics & GIS	$95.00 - $140.00	Per Hour
Development Associate/Environmental Analyst/Planner	$95.00 - $140.00	Per Hour
Technical Editor	$95.00 - $125.00	Per Hour
Office Manager/Executive Assistant	$90.00 - $115.00	Per Hour
Administrative Assistant	$70.00 - $85.00	Per Hour

Billing for any services that are sub-contracted will be billed at our actual cost for city initiated projects and our actual cost plus 5% administrative handling for project proponent initiated projects.)

T&B Planning's hourly rates do not include out-of-pocket expenses (including, but not limited to, printing and reproduction, scanning, plotting, GIS data acquisition fees, aerial photography, project set up fees and insurance certificate issuance, postage, and delivery services). Provided below are the 2025 costs of typical incurred expenses, which are subject to adjustment if our vendors adjust costs beyond the control of T&B Planning.

Description	Rate	Unit
Project Initiation/Insurance Certificate Fee	$500.00	Each
Aerial Photographs	$265.00	Each
Black/White 8.5 x 11 Copy/Print	$0.12	Per Page
Black/White 11 x 17 Copy/Print	$0.24	Per Page
Color 8.5 x 11 Copy/Print	$1.20	Per Page
Color 11 x 17 Copy/Print	$1.45	Per Page
11 X 17 Folding	$0.30	Per Page
Photo Grade Color Prints	$7.20	Per Sq. Ft.

Description	Rate	Unit
Color Bond Plot	$12.00	Per Sq. Ft.
Plan Folding	$0.48	Per Sq. Ft.
USB	$17.00	Each
CD w/Sleave and Label	$26.00	Each
DVD s/Sleave and Label	$36.00	Each
Three-Ring Binder (2" to 4")	$14.00 - $30.00	Each
Custom Binding Materials	At Cost	
Mileage	Current IRS Rate	
Parking, Toll Road, Lodging Fees	At Cost	
U.S Mail	Current U.S. Postal Rate at Cost	
Certified Mail	At Cost based on Size and Weight	
Overnight Deliveries	Current Carrier Rate at Cost	
Same-Day Deliveries	Current Messenger Service Rate a Cost	

Expert testimony and litigation support services will be billed at double the above rates. Overtime and expedite services at Client request will be billed at 1.5 times the above rates.

II. For City-consented subcontractors:

Urban Crossroads, Inc.

Job Title	Rate	Unit
Principal	$225-$335	Per Hour
Senior Associate	$175-$260	Per Hour
Associate	$150-$220	Per Hour
Senior Analyst/Engineer	$120-$180	Per Hour
Analyst/Engineer	$90-$160	Per Hour
Assistant Analyst	$80-$130	Per Hour
Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost. Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent. Monthly billing statements are due within thirty (30) days of receipt.		

Fehr & Peers

Job Title	Rate	Unit
Principal	$280.00 - $400.00	Per Hour
Senior Associate	$210.00 - $325.00	Per Hour
Associate	$185.00 - $285.00	Per Hour
Senior Engineer/Planner	$160.00 - $235.00	Per Hour
Engineer/Planner	$130.00 - $190.00	Per Hour
Senior Engineering Technician	$150.00 - $240.00	Per Hour
Senior Project Accountant	$125.00 - $190.00	Per Hour
Senior Project Coordinator	$125.00 - $185.00	Per Hour
Project Coordinator	$125.00 - $175.00	Per Hour
Technician	$145.00 - $190.00	Per Hour
Intern	$100.00 - $130.00	Per Hour
Additional Fees (if applicable)		
Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling. Personal auto mileage is reimbursed at the then current IRS approved rate (70 cents per mile as of Jan 2025). Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor. Overtime and expedite services at Client request will be billed at 1.5 times the above rates.		

NOREAS, Inc.

Job Title	Rate	Unit
Principal-in-Charge	$240.00	Per Hour
Biological Resources & Permitting Technical Lead	$185.00	Per Hour
Project Manager	$170.00	Per Hour
Consulting - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist	$150.00	Per Hour
Senior - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist / GIS Designer	$140.00	Per Hour
Professional - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist / GIS Designer	$135.00	Per Hour
Associate - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist / GIS Designer	$115.00	Per Hour
Technical Editor	$80.00	Per Hour
Environmental Technician	$60.00	Per Hour
Clerical	$45.00	Per Hour
Intern	$25.00	Per Hour

BFSA Environmental Services

Job Title	Rate	Unit
Principal Consultant	$230.00	Per Hour
Project Manager III	$175.00	Per Hour
Project Manager II	$150.00	Per Hour
Project Manager I	$125.00	Per Hour
Project Coordinator	$120.00	Per Hour
Senior Historian	$150.00	Per Hour
Historian	$110.00	Per Hour
Research Assistant	$95.00	Per Hour
Senior Archaeologist	$150.00	Per Hour
Project Archaeologist	$110.00	Per Hour
Archaeological Field Technician II	$100.00	Per Hour
Archaeological Field Technician I	$87.50	Per Hour
Laboratory Supervisor	$120.00	Per Hour
Laboratory Technician II	$97.50	Per Hour
Laboratory Technician I	$87.50	Per Hour
Senior Paleontologist	$140.00	Per Hour
Paleontologist II	$110.00	Per Hour
Paleontologist I	$97.50	Per Hour
Archaeological/Paleontological Field Monitor II	$97.50	Per Hour
Archaeological/Paleontological Field Monitor I	$87.50	Per Hour
Native American Monitor	Varies	Per Hour
GIS/GPS Mapping Services, Production/Implementation	$115.00	Per Hour
Graphics Artist/Draftsperson	$80.00	Per Hour
Word Processor/Editor	$65.00	Per Hour
Senior Editor	$97.50	Per Hour
Reimbursable Items: Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate. Other approved expenses will be billed with receipt and a 10% markup.		

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 32.

To: Honorable Mayor and City Council

From: Christopher Palmer, Economic Development Manager CD Administration

Subject: CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH "WE THE CREATIVE" FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ECONOMIC DEVELOPMENT MARKETING PLAN, IN AN AMOUNT NOT TO EXCEED $121,480 (CITY COUNCIL).

I. SUMMARY

The City issued a Request for Proposals for an Economic Development Marketing Plan (RFP 25-036) in July 2025 with responses received in August (Exhibit 1). A total of 19 proposals were received. An internal review panel selected "We The Creative" as a firm that seemed to be the best match for Carson. (Recommended Proposal is Exhibit 2, Contract is Exhibit 3). A full list of the firms that submitted is attached as Exhibit 4.

The scope of this contract is the first step in full implementation of the City's Economic Development Strategic Plan. The consultant's efforts will be largely focused on economic development messaging across a number of industry sectors.

II. RECOMMENDATION

APPROVE A Contractual Services Agreement with "We the Creative" for the development and implementation of an Economic Development Marketing Plan, in an amount not to exceed $121,480, in a form acceptable to the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

In September 2024, the City issued RFP 24-020 seeking proposals for an Economic Development Marketing Plan aimed at promoting the City's strategic advantages to key audiences. The City intended to award a contract at the June 3, 2025, City Council Meeting, the item was deferred and no award was finalized. This was largely due to changes in project personnel, budget adjustments, elapsed time since the RFP's closure, and the need to refine the scope. The Economic Development Division recommended rejection of all proposals received in order to reissue a modified RFP at the July 15, 2025, Council Meeting.

The refined scope was released in July 2025 and closed in August and included integration of the World Cup and LA28 related to economic development. The purpose and scope of the plan is expected to highlight the City's unique selling points, such as its strategic location, assets, business-friendly policies, demographics, and infrastructure.

Another aspect of the marketing plan will showcase the City's appeal to businesses, developers, investors, and visitors; creating profiles for the City's key audiences. The goal is to develop clear, compelling messages, taglines, and positioning statements that effectively communicate the City's unique advantages and benefits.

Founded in 1995 and based in Irvine, California, We The Creative (WTC) is a full-service creative agency specializing in branding, strategic communications, and marketing for public sector clients. WTC has a strong focus on civic storytelling and community engagement and has partnered with many cities including Long Beach, Anaheim, Santa Monica, Irvine, and others producing clear messaging to elevate public outreach and economic activity.

V. FISCAL IMPACT

The contract amount is not to exceed $121,480. Funds are available in the Fiscal Year 2025/26 operating budget in account no. 101-52-510-201-6004.

VI. EXHIBITS

1. RFP 25-036 Economic Development Marketing Plan
2. Recommended - Proposal
3. Contract Service Agreement
4. RFP 25-036 - Bid Register

Attachments

RFP 25-036 - Economic Development Marketing Plan.pdf
WTC_CARSON_RFP.pdf
(We The Creative) Economic Development Marketing Contract .pdf
RFP 25-036 - Bid Register.pdf

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #25-036

Notice is hereby given that the Purchasing Manager is seeking proposals for:

ECONOMIC DEVELOPMENT MARKETING STRATEGY

ISSUE DATE:	**07/30/2025**
OPTIONAL VIRTUAL PRE-PROPOSAL MEETING	**08/11/2025 at 09:00 AM**
Q&A DEADLINE:	**08/12/2025 by 10:00 AM**
RFP DEADLINE:	**08/21/2025 by 9:00 AM**

Register as a vendor and submit electronic responses via PlanetBids:

https://www.planetbids.com/portal/portal.cfm?CompanyID=32461.

No late responses will be accepted. Any response for 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.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.us/Finance/Bidding.aspx.

Josilla Togiola, Purchasing Manager

A. SUMMARY

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

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

Incorporated as a general law city on February 20, 1968, the City of Carson became a California charter city on November 6, 2018, following voter approval. As one of the youngest municipalities in the South Bay region of Los Angeles County, Carson has grown significantly—from a population of 61,000 in 1968 to nearly 100,000 residents today. The City spans 19.2 square miles and is located less than 20 miles south of downtown Los Angeles.

Carson is a culturally diverse and strategically located community with exceptional accessibility. The City is served by four major freeways—the Harbor (110), San Diego (405), Artesia (91), and Long Beach (710)—and is conveniently near Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. Public transportation options include the MTA Bus Line and the City-operated Carson Circuit, providing efficient local transit.

Known for its modern infrastructure and business-friendly environment, Carson is home to major petrochemical, electronics, automotive, aerospace, trucking, and high-tech industries. Many companies headquartered here have received regional and local beautification awards. Through strong public-private partnerships, Carson continues to foster economic vitality and a promising future.

B. GENERAL RFP POLICIES

The City of Carson reserves the right to modify this Request for Proposals (RFP) at its sole discretion. Any revisions or clarifications will be issued in writing through official addenda via PlanetBids. Oral communications or modifications will not be recognized. All addenda released during the solicitation period shall become part of this RFP.

Proposals must be submitted electronically through the City's online bid management system (PlanetBids) by the specified due date and time. The City reserves the right to take any action deemed to be in its best interest.

Proposals may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and proposals are opened by the Purchasing Manager or designee, submissions may not be withdrawn for a period of ninety (90) calendar days.

No contract shall exist unless and until the City Council formally awards a contract and full execution has occurred. If awarded, the contract is anticipated to be executed within approximately ninety (90) calendar days following the proposal due date.

Unless otherwise stated, all proposal documents must be submitted in PDF format. It is the sole responsibility of the proposer to ensure that all documents are properly formatted, complete, and successfully uploaded to the City's online bid system. Incomplete, corrupted, or unreadable submissions may be deemed nonresponsive.

For technical assistance with electronic submission (e.g., vendor registration, document upload, password reset, bid confirmation), proposers must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through PlanetBids by the deadline specified in the RFP. Direct contact with City personnel or elected officials regarding this RFP is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Proposers are solely responsible for ensuring timely submission. Late proposals will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only proposals with a verified timestamp will be considered.

This RFP does not commit the City of Carson to award a contract or to reimburse any costs incurred in the preparation or submission of a response. All materials submitted become the property of the City.

NOTE: E-bids are sealed and cannot be viewed by the City until the official closing date and time. To withdraw a submission before the deadline, return to the PlanetBids portal and select the "Withdraw" option.

C. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via 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.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan, and upload your documents into PlanetBids 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 nonresponsive. All proposals shall include the following, at minimum:

I. Required Proposal Sections (Maximum 20 pages)

- ☐ **Cover Letter and Company Profile** – 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 Services.
- ☐ **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 as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

☐ **Cost File (For purposes of the proposal page count limit, this item is not to be included)** Include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses (if applicable). Include hourly rates for all personnel classifications/titles that would typically be required to complete the Scope of Work, any additional applicable fees that would be applicable, and an overall project budget for the successful completion of the outlines scope. Include hourly rates for additional work which may be authorized by the City's Contract Officer.

Cost Files must be submitted as a standalone document utilizing the Cost File upload option in Planet Bids.

II. Required General Attachments attached as **Exhibit A** – (Not included in the 20-page proposal limit)

☐ **Bidder/Proposer Affidavit**
☐ **Affidavit of Non-Collusion and Non-Discrimination**
☐ **Affidavit of Non-Federal Lobbyist Requirement**
☐ **Debarment and Suspension Certification**
☐ **Acknowledgment of Insurance Endorsements** – Insurance requirements are outlined in Section 5.1 of the City's Form Contract **(Attached as Exhibit B)**
☐ **Client Reference List**
☐ **W9**
☐ **Modifications to the City's Form Contract (Attached as Exhibit B)**

- Proposers requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
- Award is based on a successful negotiation. Failure of the City and any proposer to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another proposer.

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 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) 952-1758

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Proposers shall clearly demonstrate qualification to complete the scope of work. All proposers must meet the following, at minimum:

- ☐ Economic Development Expertise: The proposer shall demonstrate a thorough understanding of economic development marketing and communication principles, including current industry trends and recognized best practices.
- ☐ Place-Based Marketing Experience: The proposer shall provide evidence of experience developing cohesive community branding and marketing strategies that emphasize unique local attributes and effectively position the community through digital, print, and content marketing channels.
- ☐ Stakeholder Engagement Proficiency: The proposer must have documented experience engaging a diverse array of stakeholders, including elected officials, business associations, residents, and community leaders. Proficiency in designing and conducting surveys, focus groups, and interviews is required.
- ☐ Data-Driven Approach: The proposer shall illustrate capability in analyzing economic data and performing market research to inform strategic marketing decisions.
- ☐ Demonstrated Project Capability: The proposer must show a proven track record of successfully completing projects of similar scope and complexity.
- ☐ Commitment to City Values: The proposer is expected to align with the City of Carson's core values, including equity, integrity, innovation, and community engagement.
- ☐ Compliance with Local Business Requirements: The proposer must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract.

F. OPTIONAL PRE-PROPOSAL MEETING

August 11, 2025 at 9:00 AM (PST)
Virtual (via Teams): RFP 25-036 ECONOMIC DEVELOPMENT MARKETING STRATEGY - Optional Pre-Proposal Meeting | Meeting-Join | Microsoft Teams

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 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:

Criteria		Maximum Points
A.	Demonstrated competence, adherence to RFP requirements.	15
B.	Demonstrated understanding of the project scope and objectives.	15
C.	Relevant experience and qualification, including key personnel and subcontractors.	20
D.	Project approach.	25
E.	Reasonableness and competitiveness of the proposed cost.	25
	Total Points Possible	100

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.

SCOPE OF SERVICES
RFP 25-036
ECONOMIC DEVELOPMENT MARKETING STRATEGY

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

Phase I: Research and Discovery

1. Strategic Baseline Review

Conduct a comprehensive scan of the City's current and past marketing materials, strategies, digital presence, and branding efforts to establish a baseline.

2. Document Review

Review foundational documents including, but not limited to:

- Economic Development Strategic Plan (EDSP): https://ci.carson.ca.us/CommunityDevelopment/EDSP.aspx
- Carson 2040 General Plan: https://www.carson2040.com/

3. Stakeholder Engagement

Develop and implement an inclusive engagement plan (e.g., via town hall meetings, interviews, focus groups, workshops, surveys, and/or other feedback mechanisms) to gather insights from:

- Business leaders and property owners
- Commercial real estate professionals and developers
- City Council, Commissions, and Executive Team
- Community organizations and residents
- Divers and underrepresented groups

4. Data Analysis

Analyze demographic, workforce, economic, tourism, and real estate market date to inform strategy development.

5. Deliverable

Research Summary Report, including synthesized stakeholder feedback and key findings.

Phase II: ED Marketing Strategy

1. Target Audience Segmentation

Define audience profiles such as: real estate developers, business owners, investors, and visitors.

2. Message Development

Develop clear, compelling messages, taglines, and positioning statements that effectively communicate with the City's unique advantages: location, infrastructure, accessibility, diversity, and business-friendly policies.

3. Channel Strategy

Identify optimal marketing channels (e.g., website, social media, trade shows, trade magazines, news publications, social media, email newsletters, etc.) for each audience segment.

4. Implementation Plan

Develop a detailed implementation plan including:

- Tactics, timelines, roles, and responsibilities
- Required resources and staffing
- KPIs and success benchmarks

5. Olympics Integration

Incorporate a timeline and campaign elements positioning Carson as a desirable sports and entertainment destination in the lead-up to and during the LA 2028 Olympic Games.

6. Monitoring and Evaluation Framework

Recommend tools, processes, or system for continuous monitoring, evaluation, and adjustment of the strategy. This includes regularly assessing key performance indicators, gathering feedback, and making data-driven changes to optimize results.

7. Deliverable

Comprehensive ED Marketing Strategy document, including implementation roadmap.

Phase III: Creative Assets and Collateral

1. Template and Asset Development

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

2. File Delivery

Submit all assets in editable, print-ready, and web-optimized formats (e.g., AI, PSD, PNG, PDF)

Optional Phase: Implementation Support (Add-on)

Proposals may include additional optional services for implementation rollout assistance and support.

This optional phase should be proposed as a separate cost item. The City reserves the right to negotiate and include this add-on service into the final agreement.

Summary of Required Deliverables:

1. Research Summary Report
2. Stakeholder Engagement Summary
3. Economic Development Marketing Strategy
4. Implementation Plan
5. Creative Assets and materials to support marketing initiatives.

The Department expects the selected firm to deliver a comprehensive, user-friendly, and actionable ED Marketing Strategy ready for immediate implementation.

EXHIBIT A

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Processions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verity the following:

1. That I/we am/are (an) authorized signatory(ies) for the Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Carson;

2. That the bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

3. That the bid/proposal is genuine; that all statements of fact in the bid/proposal are true;

4. That the Bidder has not been debarred from participation in any State or Federal works project;

Signature: _____ Signature:_____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐Bidder/Proposer's Bylaws/Operating Agreement Section: _____

☐Board Resolution

☐Corporate or Business Professions Code

IMPORTANT NOTE: If the signature authorization status of any individual changes at any time, it is the responsibility of the Bidder to contact the authorized City Staff regarding the change and to complete and submit new Bidder Information Form. Incorrect information on file may delay the processing of any of the documents submitted.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Collusion and Non-Discrimination

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the above statements are true and accurate.

***Authorized Official**:*

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____

Address: _____

_____

Telephone: _____

I hereby swear (or affirm) under the penalty of perjury:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above-name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this IFB/RFP/RFQ.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 202__ ("RFP"/"IFB"/"RFQ"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in Section _____ ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the IFB/RFP/RFQ) and (ii) the Other Insurance requirements described in the IFB/RFP/RFQ, if any, I represent that I am the authorized Insurance Broker of Record for Company, and by signing below, I acknowledge, warrant and represent that Company meets the requirements set forth in Insurance Provisions and any applicable Other Insurance requirements, and if requested , shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

[PLEASE CHECK ALL THAT APPLY]

____ General Liability

____ Automobile Liability

____ Worker's Compensation

____ Professional Liability

____ Pollution Liability

Other Insurance Provisions:

____ Cyber Liability

____ Crime Insurance

____ Bonds

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

Signature Date

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Client Reference List

Provide at least 3 references for projects of similar scope and capacity completed within the last 3 years. The City reserves the right to contact any references provided.

Bidder/Proposer Name: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

Authorized Official:

Signature: _____

Date: _____

Name: _____

Title: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B

For reference only.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

For Reference Only

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND

_____

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 _____, _____ ("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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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 _____ Dollars ($_____) (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.

For Reference Only

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.

For Reference Only

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:

_____

(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.

For Reference Only

4.3 Contract Officer.

The Contract Officer shall be _____. 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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

(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.

For Reference Only

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 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, 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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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

_____

, Mayor

ATTEST:

_____

, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____

Name:
Title:

By:_____

Name:
Title:
Address:_____

_____

_____

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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:

A.

B.

C.

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

A.

B.

C.

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:

For Reference Only

A.

B.

C.

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.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

For Reference Only

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

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.

For Reference Only

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

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

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	**Task A**	_____	_____
B.	**Task B**	_____	_____
C.	**Task C**	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

For Reference Only

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

RFP# 25-036

Economic Development Marketing Strategy

ATTENTION:
Josilla Togiola, Purchasing Manager
701 E. Carson Street
Carson, California
90749

PREPARED BY:
We The Creative
Joven Orozco, President And Main Contact
3349 Michelson Drive, Suite 200, Irvine, CA 92612
Tel. (877) 887-1318, Cell: (949) 463-7887
Joven@wethecreative.com

COVER LETTER

August 21, 2025

Josilla Togiola
Purchasing Manager
701 E. Carson Street
Carson, California 90749

Re: Economic Development Marketing Strategy

Dear Josilla Togiola,

We The Creative (WTC), a DBA of Jovenville, LLC, is submitting a proposal for the **City of Carson's Economic Development Marketing Strategy RFP**. For inquiries, please contact Joven Orozco, President and Founder, at the details below.

We The Creative, Joven Orozco, President and Founder
Email: Joven@WeTheCreative.com, Phone: (877) 887-1318
Address: 3349 Michelson Dr., Ste. 200, Irvine, CA 92612

Our Differentiators:

Public Sector Experience - 16 years in the public sector and 29 years in design.
Customer Service Focus - Exceptional service through clear communication and collaboration.
Design Innovation - Fresh and innovative approaches from 29 years of design expertise.

We acknowledge receipt of the RFP with two (2) addenda. This proposal is accurate and valid for 90 days.

Thank you for considering our proposal.

Best regards,



Joven Orozco, President and Founder

TABLE OF CONTENTS

1. Company Information 4
2. Proposer Qualifications 6
3. Key Staff. 8
4. Project Understanding 10
5. Project Approach. 11
6. Work Plan 13

Sample Work . . . . . Appendix A
Resumes . . . . . Appendix B

COMPANY INFORMATION

Background

Founded in 1995, **Jovenville, LLC** is a leading creative agency specializing in branding and marketing for consumer products. In 2007, we launched **We The Creative (WTC)** to serve the public sector, applying our successful consumer brand strategies. This move proved highly successful, with WTC quickly thriving in government work.

Organizational Overview

We The Creative (WTC), a subsidiary of **Jovenville, LLC**, brings 29 years of creative industry experience. Based in Irvine, California, WTC is an SBE and DBE, focused on transforming public sector design.

Location Serving All Client Accounts

We The Creative
3349 Michelson Dr., Ste. 200
Irvine, CA 92612
T: (877) 887-1318 C: (949) 463-7887
F: (949) 723-1566
WeTheCreative.com
DUNS Number: 964198816



Primary Contact

Joven Orozco, Main Contact
T: (877) 887-1318 C: (949) 463-7887
F: (949) 723-1566
Joven@WeTheCreative.com

At WTC, we excel in collaboration and innovation, pushing the limits of creative thinking and strategy to deliver exceptional branding and marketing solutions. Our dedication to challenging the status quo makes us leaders in our field.

*We exist for and strive to **change the status quo** of creative design in the public sector*

Transforming the public sector with an exceptional creative partnership.



PROPOSER QUALIFICATIONS

WTC is a creative agency specializing in a wide range of services.

Our creativity coupled with a proprietary business process delight our clients time and again.



STRATEGY Developing a strategy requires a broad-yet-detailed look at the evolution of a current position and a projection of future goals. WTC has the collaborative tools and creative disposition to cultivate a fresh new look, feel and outreach.



BRANDING Branding is more than just a symbol. It defines how a business presents itself to the world and sets the tone for the future. WTC has developed some great-fitting brands for government, public organizations and programs.



MARKETING Marketing is the thoughtful research process to determine the best way of bringing public awareness to an organization or project. WTC makes it our business to discover the best methods of delivering the right message to the right audience at the right time with innovation.



MEDIA PLACEMENT WTC never markets without a purpose. The goal is to always reach a target audience where they live their lives, in ways that effectively elicit their thoughts and actions.



ADVERTISING Advertising is a combination of art and copy designed to attract, engage and motivate action within a short period of time. WTC will determine the main strategy and create a compelling, fully integrated campaign that spans all platforms.



SOCIAL MEDIA Social media is ever-evolving and quickly-changing. WTC makes it our business to have the right people following social media trends, so we can develop and execute a currently-trending, positive social media presence.



EVENT COORDINATION Coordinating an event requires an experienced staff to track the many moving pieces during execution of a strategy or campaign. WTC has managed several successful events with our bright and talented coordinators.



GRAPHIC DESIGN Graphic design is the application of artistic concepts that enliven an organization or project with widely-appealing interest. Our talented staff has received many awards for their creative achievements and always gives each project their full attention.



ANNUAL REPORTS WTC has a unique approach to developing annual reports. Our process has attracted the attention of several media outlets, and received acclaim at industry events.



WEBSITES These are the portals that connect the government with the public 24/7. WTC believes websites should have an easy-to-use experience with great visual appeal, so they can leave a positive impression on all who interface with the website.



PHOTOGRAPHY AND VIDEO WTC Photography and Video brings projects to life in expressive and memorable ways. Our team's trained and creative 'eyes' can vividly enhance any media.

Projects successfully completed within the last 5 years.

CITY OF ANAHEIM

- Economic Development Campaign
- Water Quality Reports
- Rideshare Marketing
- Center City Social Marketing

MARIN TRANSIT

- Brand Strategy and Visual Language
- Free Fare Marketing Campaign
- Rider Guide Publications

PENINSULA CLEAN ENERGY

- Branding and Marketing Collateral

CITY OF GLENDALE

- Upstart Valley Brand Strategy & Marketing

CITY OF HAYWARD

- Economic Development Brochure
- Fire Department Annual Report

JOHN WAYNE AIRPORT

- Brand Identity Guidelines
- Community Outreach Marketing Collateral
- Interactive Annual Reports

LA COUNTY PLANNING

- LA County Planning Rebrand
- Climate Adaptation Marketing

CITY OF LONG BEACH

- Economic Development Department Rebrand
- Development Services Department Branding
- Economic Development Campaign
- Bring Your Own Long Beach City (#BYOLBC)

ORANGE COUNTY TRANSPORTATION AUTHORITY

- Rideshare & Vanpool Branding and Marketing
- Bike Safety/Bike to Work Marketing
- RideMatch.info

CALIFORNIA STATE UNIVERSITY, FULLERTON

- College of the Arts Presentation Deck

CITY OF PALO ALTO

- Standardize Email Strategy for Mayor

CITY OF SANTA CLARA

- Inside Newsletter Redesign
- Discover Santa Clara - Convention Center Marketing

CITY OF SANTA MONICA

- Brand Style Guide
- Annual Reports
- Seascape Newsletter
- Strategic Plan Layout & Design

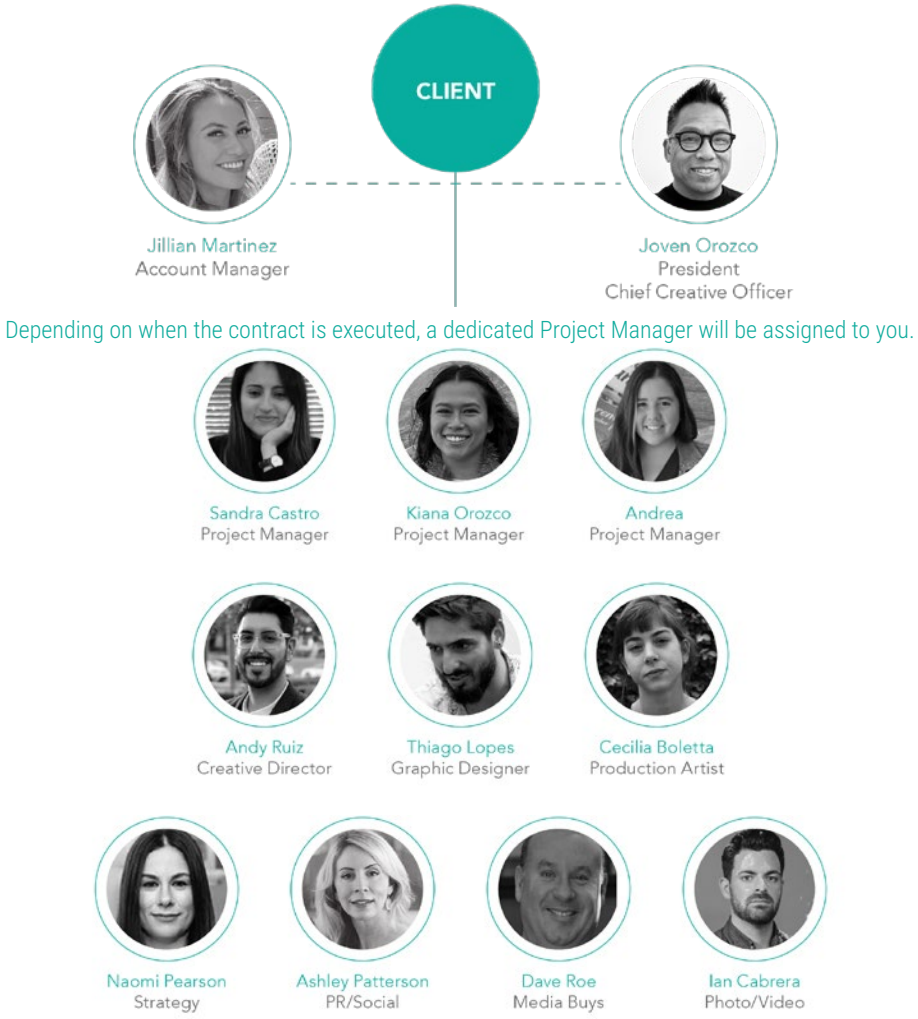
MESA WATER DISTRICT

- Brand Identity Guidelines
- Water Dispenser Wraps

Refer to Appendix A: Sample Work

KEY STAFF AND TEAM

WTC blends modern tech with a customer-first approach, holding regular team meetings to stay aligned. Key team members remain dedicated, with client-approved personnel changes.



Qualifications of the Project Team

This experienced project team has a proven track record of collaboration and expertise in the 4D Approach™. We consistently deliver projects on time and within budget, exceeding expectations.



JOVEN OROZCO President & Chief Creative Officer
Joven Orozco, WTC's President and CCO, has 29 years of branding and marketing expertise. With a Graphic Design degree, he leads with innovation and business acumen driving exceptional results and industry impact.



JILLIAN MARTINEZ Account Manager
Jillian Martinez, a Cal State Fullerton Advertising graduate, is a project manager with almost 7 years of experience in the agency. She ensures timely, budget-compliant project delivery for clients such as OCTA, Long Beach, Anaheim, and John Wayne Airport.



SANDRA CASTRO Project Manager
Outcome-driven project manager with 6+ years of experience in product and project management. Skilled in leading remote teams, setting up support systems, and fostering large online communities.



KIANA OROZCO Project Manager
Kiana excels in strategic planning and team management. Her leadership skills have been honed through involvement in projects such as the City of Victorville, EVWD, and DSC, enhancing her collaborative management, customer service, and multitasking abilities.



ANDREA PINA Project Manager
Andrea has 4+ years of Project Management experience, leveraging technology and creating tools for project success. Her multilingual and technical skills drive results in diverse environments.



ANDY RUIZ Creative Director
Andy Ruiz, a Creative Director with 10+ years of marketing and advertising experience, specializes in illustration, branding, typography, and UX/UI. His conceptual thinking and keen eye for detail create distinctive physical and digital products.



THIAGO LOPES Graphic Designer
Thiago is a passionate graphic designer specializing in brand identity, editorial design, campaigns, art direction, and packaging. Played an integral role in designing projects for We The Creative, including the City of Visalia's rebrand and Bay Area Air Quality District Management's interactive report.



CECILIA BOLETTA Production Artist
Cece is a highly creative and computer-savvy production artist with exceptional design and graphics expertise. With a proven track record of collaborating with numerous clients, she has played a crucial role in delivering successful content design solutions.



NAOMI PEARSON Marketing & Brand Strategy
Naomi Pearson is a brand and marketing strategist skilled in identifying opportunities and crafting strategies. Experienced in traditional and digital media, she helps companies connect with audiences and drive impactful campaigns.



ASHLEY PATTERSON Public Relations Strategy/Planning
Ashley Patterson leads a PR and social media firm, creating innovative, effective campaigns that connect with regional audiences. She has collaborated with We The Creative on various projects and social media initiatives, driving client success.



DAVE ROE Media Buyer
He has a penchant for adapting new technologies and strategies into each campaign. Dave uses his background in analytics to successfully manage digital campaigns across the Google Ad Network including Search, Display, and Social platforms.



IAN CABRERA Photographer and Videographer
Ian Cabrera is an exceptional creative artist thriving in the fast-paced industry. Known for capturing noteworthy images, he has collaborated on projects for the City of Laguna Niguel, Orange County Community Resources, John Wayne Airport, and more.

Refer to Appendix B: Resumes

PROJECT UNDERSTANDING

The City of Carson is seeking to strengthen its economic profile through the development of a comprehensive Economic Development (ED) Marketing Strategy. WTC understands that this initiative is central to positioning Carson as a competitive destination for businesses, developers, site selectors, event organizers, and tourists.

Our approach will build on the City's existing strengths—its strategic location, infrastructure, cultural diversity, and business-friendly environment—while aligning with the goals outlined in the Economic Development Strategic Plan and Carson 2040 General Plan. Through research, stakeholder engagement, and best practices in economic development marketing, we will deliver a data-driven, actionable strategy that reflects the community's aspirations and attracts long-term investment.

The ED Marketing Strategy will:

- Define and segment target audiences with clear, compelling messaging.
- Leverage both traditional and digital platforms for maximum impact.
- Provide a detailed implementation plan with tactics, timelines, and KPIs.
- Position Carson as a sports and entertainment hub ahead of the LA 2028 Olympic Games.
- Deliver adaptable creative templates and collateral to sustain future campaigns.

With extensive experience in economic development marketing, WTC is prepared to partner with the City of Carson to deliver a strategy that is implementable, measurable, and capable of driving business expansion, tourism, and community vitality.

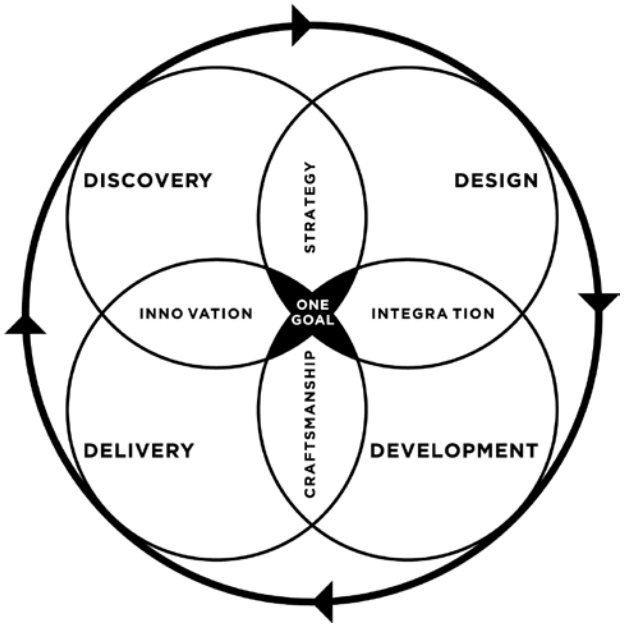
APPROACH

Creative work with great results is accomplished through trust and collaboration. Our processes allow us to deliver on our clients objectives and push creativity to areas never thought imaginable.

4D Approach™

Each project has its unique scope of work, which requires a standard way of working and communicating. WTC developed the 4D Approach™ to address those needs in a creative industry where chaos can easily dominate in an unstructured environment.

It serves as a model for project development, enabling both the client and the design team to focus on the message and the audience and deliver a compelling and accurate product. We use an online platform to communicate efficiently and effectively.



Discovery

At the project's core, Discovery lays the groundwork. Through careful planning, we establish a deep understanding of project parameters, setting achievable goals.

Design

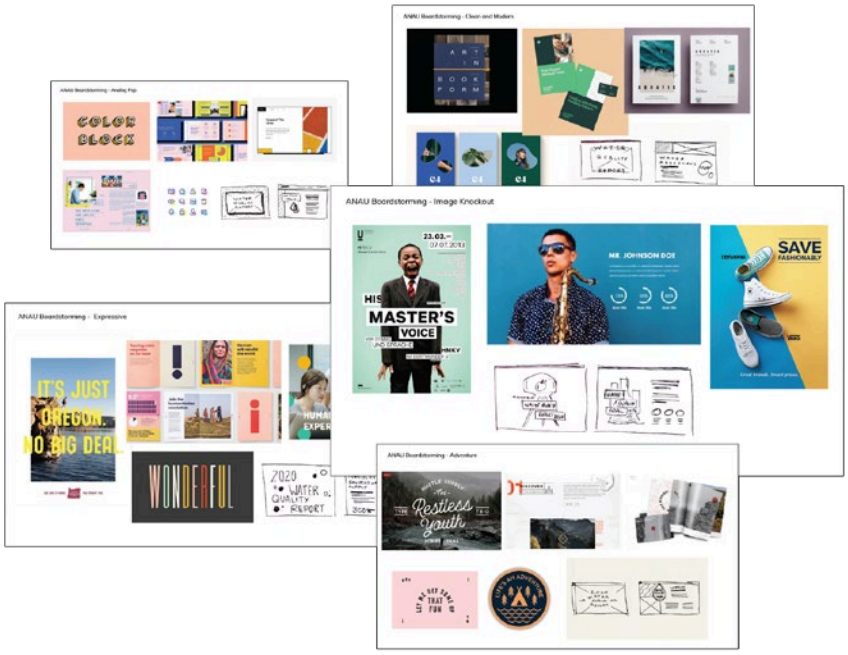
Guided by design criteria, we navigate the project towards goal attainment. Explorations and experiments are presented for client feedback and approval, while Boardstorming fuels creative brainstorming.

Development

The process by which the concept and design are developed and refined to best embody the established objectives.

Delivery

Approaching tangible completion, we finalize production, ensure accuracy, and collaborate with vendors for timely and precise delivery. The project is nearing completion.



Some of our secret tools for collaboration and fun!

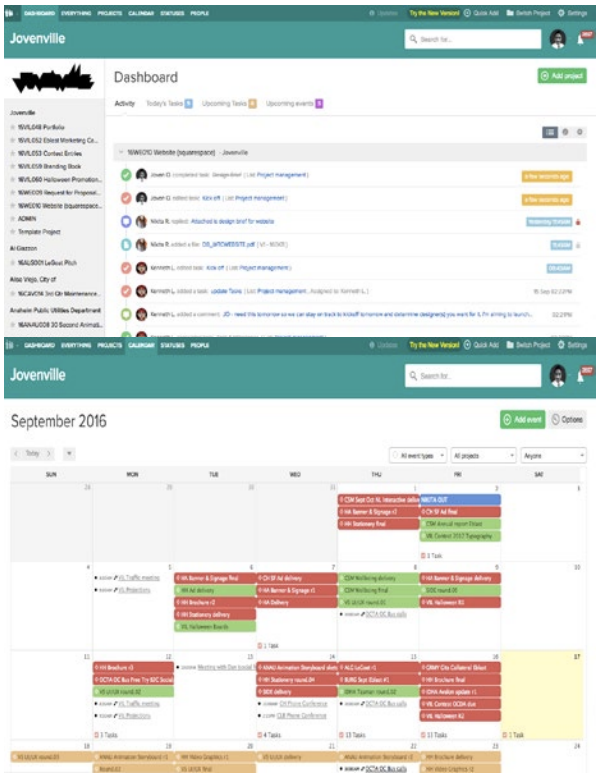
Boardstorming

Boardstorming, our creative brainchild, sparks a storm of ideas! We unleash over a dozen concepts for strategic and image direction, printing techniques, social tactics, and outreach ideas. Each idea lands on the board for lively client feedback and conversation. It's a rapid exploration of possibilities, revealing what works and what doesn't for tactics, styles, messaging, and strategies. Get ready for an electrifying brainstorming experience!

Project Data & Communication

WTC's secure website offers convenient communication and real-time project updates. Accessible from anywhere, it keeps everyone up to date with a paperless 'paper trail.' Stay informed with information such as project overview, organized messages, contact details, and an up-to-date calendar. Experience seamless collaboration and stay connected, no matter where you are.

Overview: Chronological record of events and deliverables
Messages: Up-to-date details of projects organized in order
Contacts: Everyone involved with the project is listed and reachable.
Calendar: Up-to-date timeline to follow during the project.



Conferencing

Conferencing takes center stage! With today's communication technology, we thrive on video conferencing for most interactions. Face-to-face meetings are reserved for the early stages, where we dive deep, getting to know you, exploring desired directions, strategic development, and unleashing our Boardstorming creativity. Let's embark on an innovative journey together!

WORK PLAN

The **4D Approach™** guides each project from strategy to final design, tailored to your needs and timelines to ensure quality and exceed expectations.

Phase One: Discovery

Foundation of the entire project.

- ❏ Job forecasting and project management and upload project website
- ❏ Research to gain understanding of the target market and needs
- ❏ Audit current marketing, branding, source information and ideas provided by client
- ❏ Gather content, assets, etc.
- ❏ Boardstorming (9-12 boards)

Phase Two: Design

Design criteria guide the project toward achieving its goals.

- ❏ Establish design direction to best represent the client's goal
- ❏ Approve strategy (as needed)
- ❏ Round 01 - Three (3) design directions (pre-determined tactics TBD)
  - ❏ Concepts via rough composites
- ❏ Round 02 - One (1) composite with client revisions and suggestions
  - ❏ Obtain 100% of the assets (photography, copywriting, etc) needed to proceed
- ❏ Round 03 - One (1) tight composite with client revisions and suggestions
  - ❏ All pre-determined tactics are flushed out
- ❏ One collective revision per round of the chosen design direction

Phase Three: Development

Where concept and design become a reality.

- ❏ Prepare final artwork and verify accuracy for each project
- ❏ Photo retouch, copyedit, prepare files for print and/or digital uses
- ❏ Present final proof for sign-off via the project website or in person

Phase Four: Delivery

Project delivery meeting goals and approved direction.

- ❏ Develop proofs in the format specified for each project assigned
- ❏ Develop detailed printing specifications allowing printers and other vendors to understand the entire scope of the job and provide a responsive quote
- ❏ Submit final electronic artwork to the selected printer or vendor
- ❏ Wrap up the project with the submission of final project files, reports, and invoices

PROJECT SCHEDULE

WTC prides itself on a collaborative process, meeting expectations and deadlines with our 4D Approach™. We offer timely on-call service with a 48-hour response and can provide 24-hour support when needed.

Phase	Tasks / Activities	Duration
Phase I: Research & Discovery	- Conduct Strategic Baseline Review (scan current & past marketing, digital presence, branding) - Review EDSP, Carson 2040, and related documents - Stakeholder Engagement (town halls, interviews, focus groups, surveys) - Data analysis (demographic, workforce, economic, tourism, real estate trends)	6–8 weeks
Phase II: ED Marketing Strategy	- Define target audience profiles - Message development (taglines, positioning, key messages) - Channel strategy mapping (web, social, trade shows, publications, newsletters, etc.) - Implementation Plan (tactics, timelines, KPIs, resourcing) - Olympics Integration (Carson positioning for LA 2028) - Monitoring & Evaluation framework (tools & processes for ongoing performance tracking)	8–10 weeks
Phase III: Creative Assets & Collateral	- Develop templates & multipurpose graphics (newsletters, social posts, website visuals, fact sheets, flyers, ads) - Ensure assets are adaptable and future-proof - Prepare and deliver files in editable, print-ready, and web-optimized formats	6–7 weeks
Optional Phase: Implementation Support	- Assist with rollout of ED Marketing Strategy - Provide staff training & campaign execution support - Monitor KPIs and adjust tactics as needed	Ongoing (as negotiated)

1. I acknowledge receipt of **City of Carson's Economic Development Marketing Strategy RFP** with **two (2)** Addenda.
2. This offer shall remain firm for 90 days from the date of proposal.

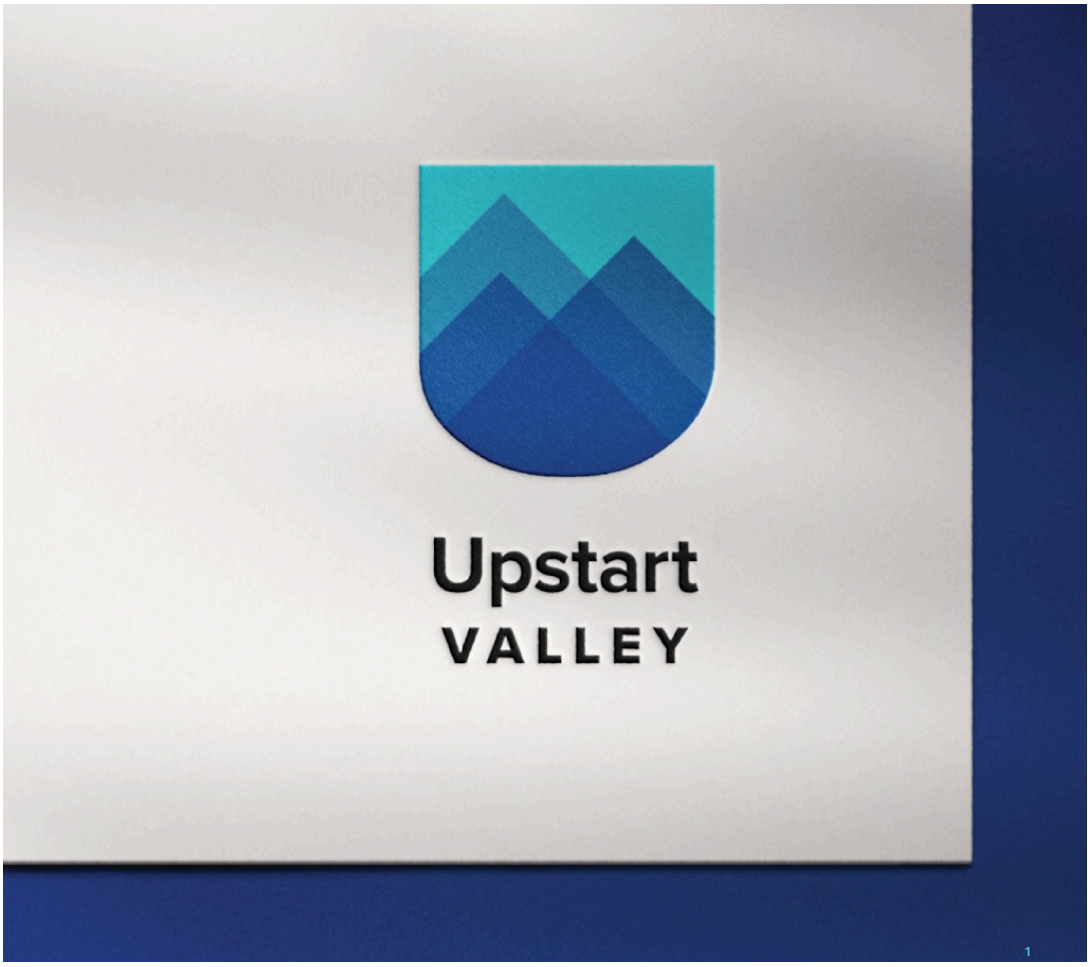


Name	Joven Orozco
Title	President And Founder
Date Signed	August 20, 2025

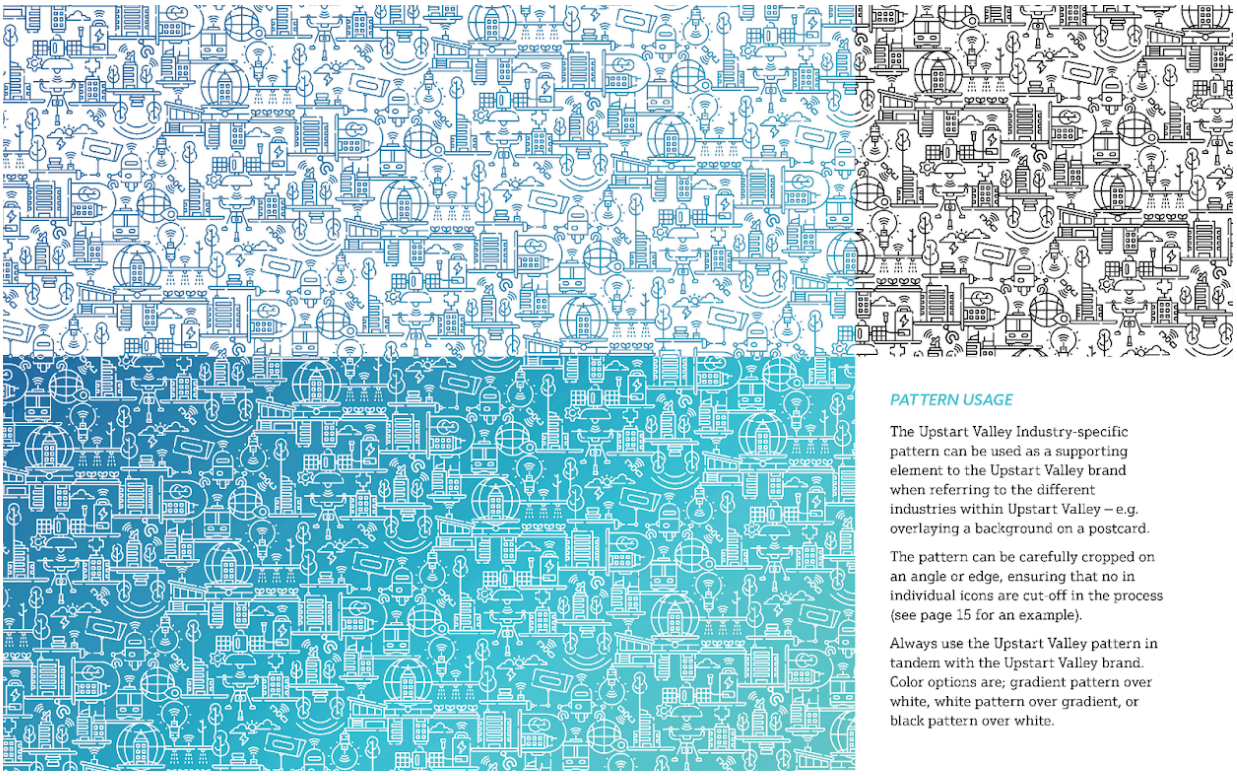
PROJECT NAME	CLIENT	COMPLETED	CONTACT
Upstart Valley Naming, Branding, Style Guide	City of Glendale 633 East Broadway Suite 201 Glendale, CA 91206	2021	Sandra Rodriguez Community Development Department (818) 548-2005 sanrodriguez@glendaleca.gov

DESCRIPTION OF WORK

The City of Glendale, Burbank and Pasadena wanted a collective identity to position the regional area as an innovation hub for technology, engineering, start-up, capital, entrepreneurship, and media companies. We The Creative helped create the name, logo, visual language and provided a style guide to help the cities manage the brand. Based on evaluating the key attributes of the three cities WTC decided to focus on the intersection of technology, entertainment and education.





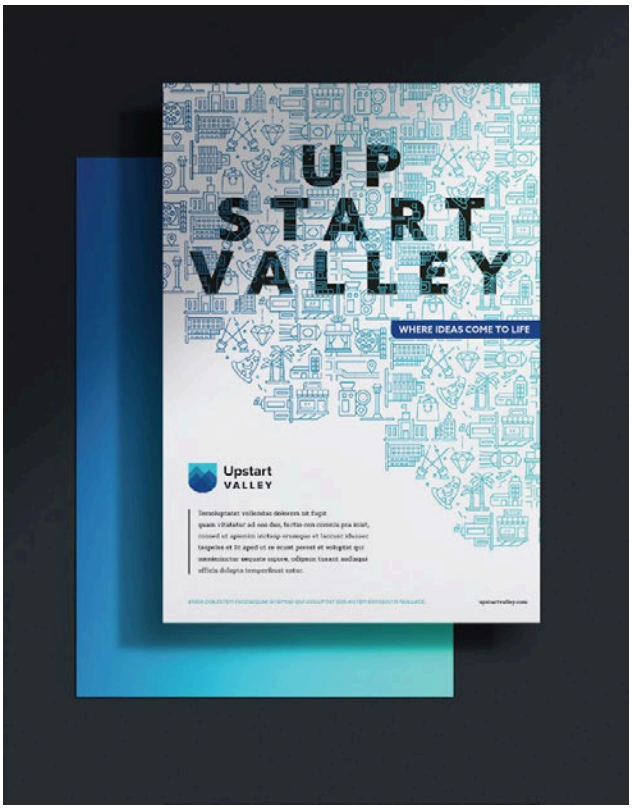


PATTERN USAGE

The Upstart Valley Industry-specific pattern can be used as a supporting element to the Upstart Valley brand when referring to the different industries within Upstart Valley – e.g. overlaying a background on a postcard.

The pattern can be carefully cropped on an angle or edge, ensuring that no in individual icons are cut-off in the process (see page 15 for an example).

Always use the Upstart Valley pattern in tandem with the Upstart Valley brand. Color options are; gradient pattern over white, white pattern over gradient, or black pattern over white.






Upstart
VALLEY
BRAND
GUIDELINES
REGISTER
HERE
HEADLINES IN ARIAL BLACK
ALL CAPS, SPAN OVER TWO
TO THREE LINES
UP
START
VALLEY

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Fall Festival Outreach Marketing	East Valley Water District 31111 Greenspot Road Highland, CA 92346	2024	Janett Robledo Conservation Coordinator (909) 806-4287 jrobledo@eastvalley.org

DESCRIPTION OF WORK

WTC spearheaded a dynamic and comprehensive promotional campaign for the East Valley Fall Festival. This included the design and delivery of a direct mailer, handout, social media posts, event signage, and shirt designs, all aimed at promoting the free, family-friendly event. With a focus on exciting and engaging messaging, the campaign effectively connected with the community and created an inviting atmosphere for attendees. WTC provided both print and digital files for all materials, ensuring accessibility and ease of distribution. The campaign successfully achieved its goal, with 300-500 event registrations, surpassing expectations.




FESTIVAL DE EAST VALLEY WATER DISTRICT
SUBMERGETE EN LA
CONSERVACIÓN!
SEPTIEMBRE 14
10AM - 1PM
EVENTO GRATIS!
Registrate Aquí: eastvalley.org/ConservationFestival


SPLASH INTO CONSERVATION!
FREE EVENT
SEP 14
10AM - 1PM
RSVP
eastvalley.org/ConservationFestival


EAST VALLEY WATER DISTRICT'S FESTIVAL
SPLASH INTO
CONSERVATION!


EAST VALLEY WATER DISTRICT'S FESTIVAL
SPLASH INTO
CONSERVATION!
FREE EVENT!
SEP
14
10AM
-1PM
WORKSHOPS · FAMILY-FRIENDLY ACTIVITIES
MUSIC · GAMES · WETZEL PRETZEL*
TRACKLESS TRAIN RIDES AND MUCH MORE!
*While supplies last.
STERLING NATURAL
RESOURCE CENTER
RSVP

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Naming & Branding	Bay Area Air Quality Management District	2024	Tina Landis, Public Information Officer (415) 749-8649, tlandis@baaqmd.gov

DESCRIPTION OF WORK

We The Creative (WTC) led the rebranding and renaming initiative for the Bay Area Air Quality Management District, now known as the "Air District." Our role encompassed developing a cohesive visual language, conducting a brand audit, and helping to redefine the organization's identity. Key deliverables include a logo redesign, messaging framework, and tailored creative elements for target audiences. We provided essential assets such as stationery, email signatures, social media templates, promotional items, and web designs, all supported by a robust strategic development plan.

Throughout this process, we emphasized the Air District's core values of excellence, leadership, collaboration, dedication, and equity. The rebrand ensures that the new name and visual identity resonate with both internal and external communities, guiding the organization towards its future goals with a long-term implementation roadmap.

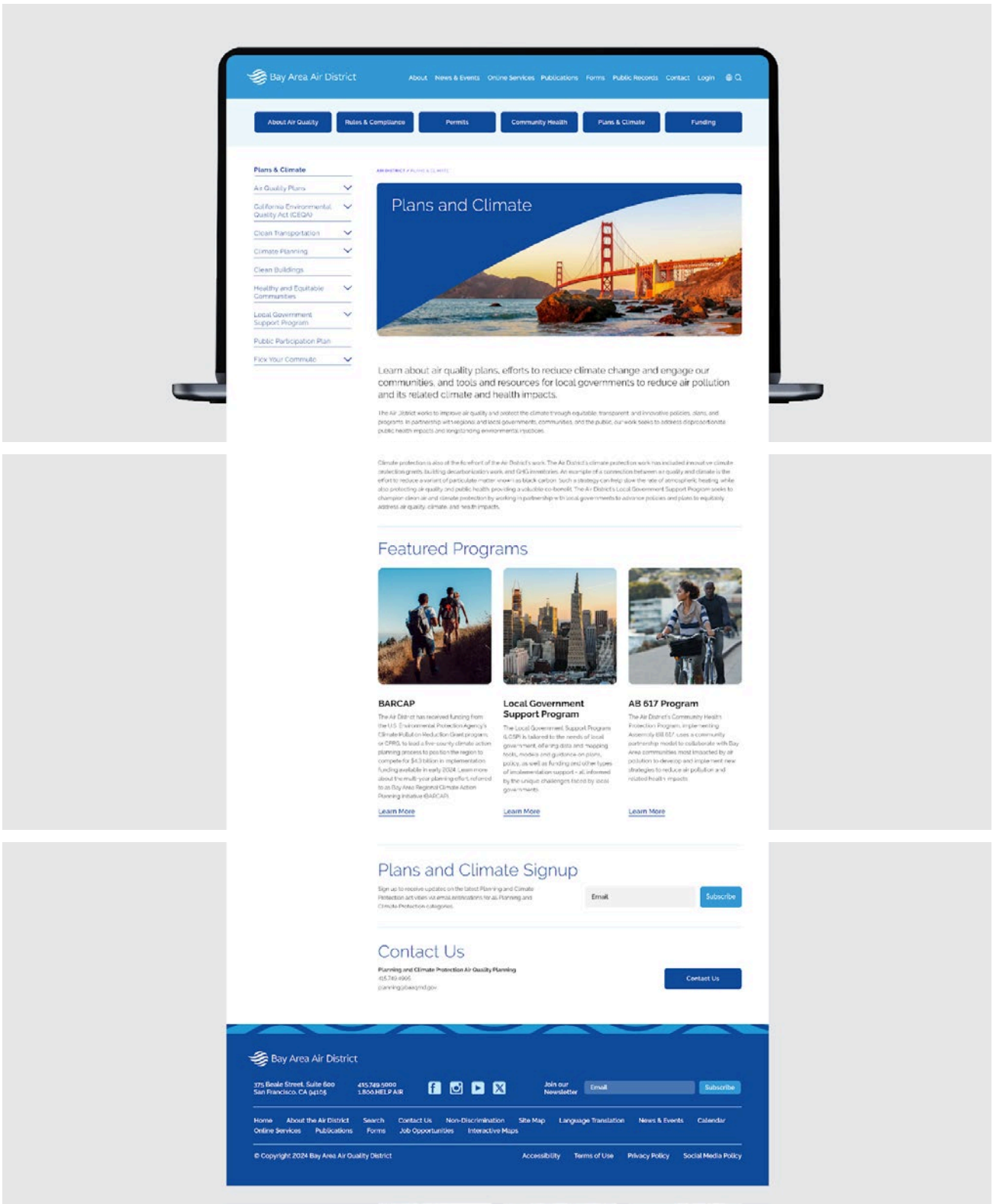
Bay Area Air District

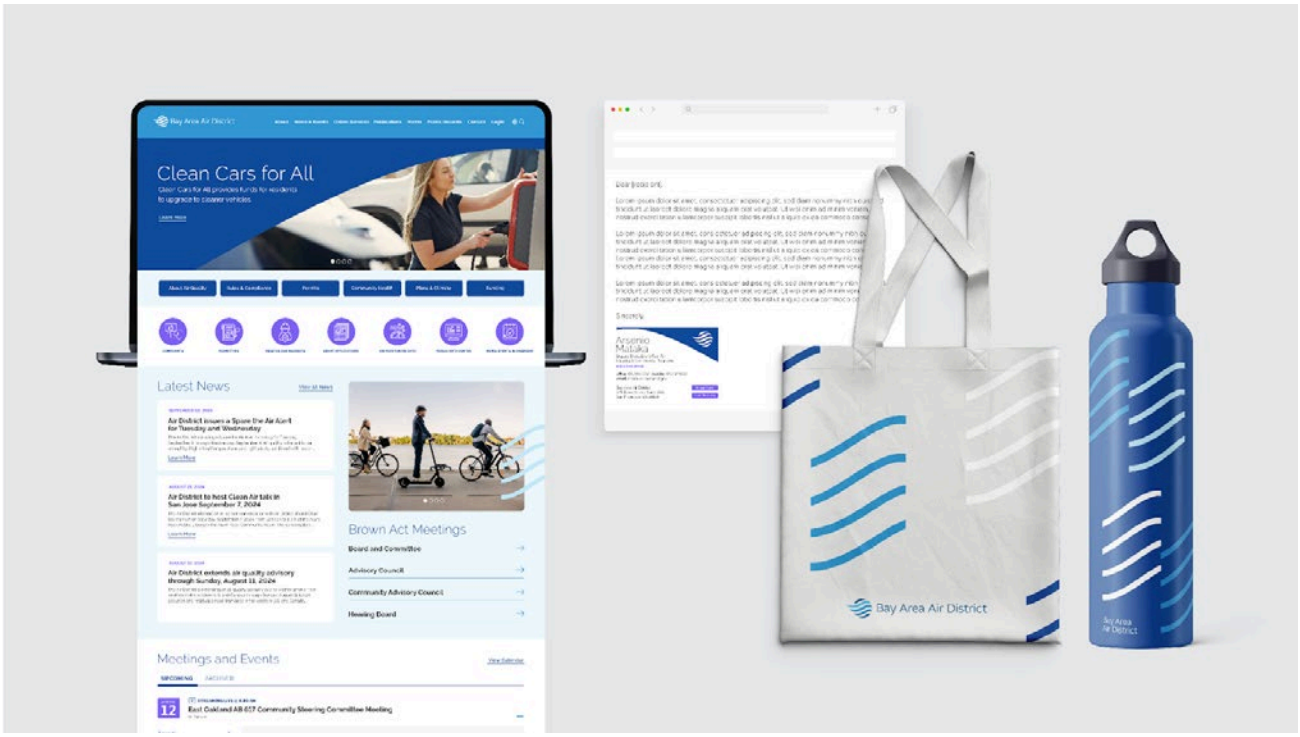



Bay Area Air District
Arsenio Mataka
Deputy Executive Officer for Equality & Community Programs
EXECUTIVE OFFICE
375 Beale Street, Suite 600
San Francisco, CA 94105
PHONE 628.260.2907
EMAIL amataka@baaqmd.gov
www.baaqmd.gov


Bay Area Air District
2024-2029
Strategic Plan
A Vision for Change
2024-2029
Strategic Plan
Bay Area Air District
Bay Area Air District
Strategic Plan
2024-2029


Bay Area Air District
Bay Area Air District
Setting the Standard for Fresh Air
Bay Area Air District

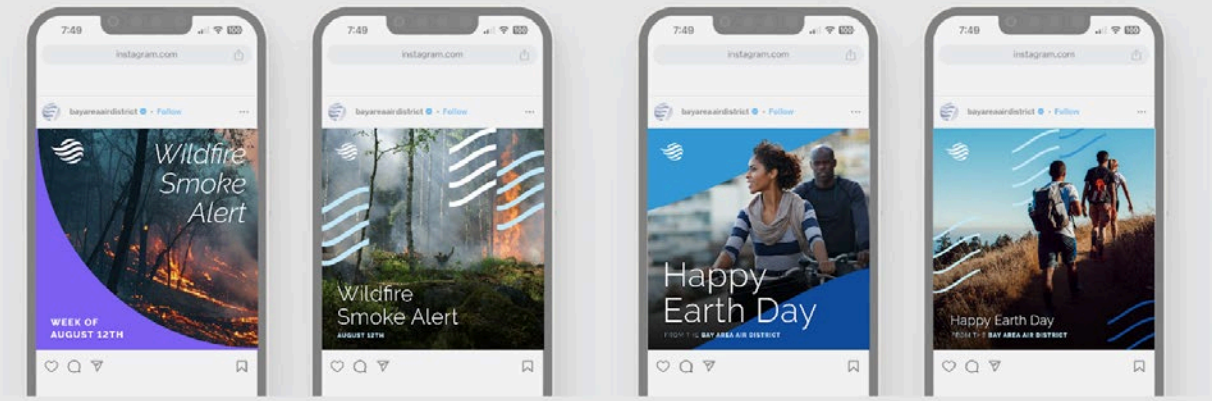

Bay Area Air District
About
News & Events
Online Services
Publications
Forms
Public Records
Contact
Login
About Air Quality
Rules & Compliance
Permits
Community Health
Plans & Climate
Funding
Plans & Climate
Air Quality Plans
California Environmental Quality Act (CEQA)
Clean Transportation
Climate Planning
Clean Buildings
Healthy and Equitable Communities
Local Government Support Program
Public Participation Plan
Fix Your Commute
Plans and Climate
Learn about air quality plans, efforts to reduce climate change and engage our communities, and tools and resources for local governments to reduce air pollution and its related climate and health impacts.
Featured Programs
BARCAP
Learn More
Local Government Support Program
Learn More
AB 617 Program
Learn More
Plans and Climate Signup
Email
Subscribe
Contact Us
Contact Us
Bay Area Air District
375 Beale Street, Suite 600
San Francisco, CA 94105
415.749.5000
1.800.HELP AIR
Join our Newsletter
Email
Subscribe
Home
About the Air District
Search
Contact Us
Non-Discrimination
Site Map
Language Translation
News & Events
Calendar
Online Services
Publications
Forms
Job Opportunities
Interactive Maps
© Copyright 2024 Bay Area Air Quality District
Accessibility
Terms of Use
Privacy Policy
Social Media Policy

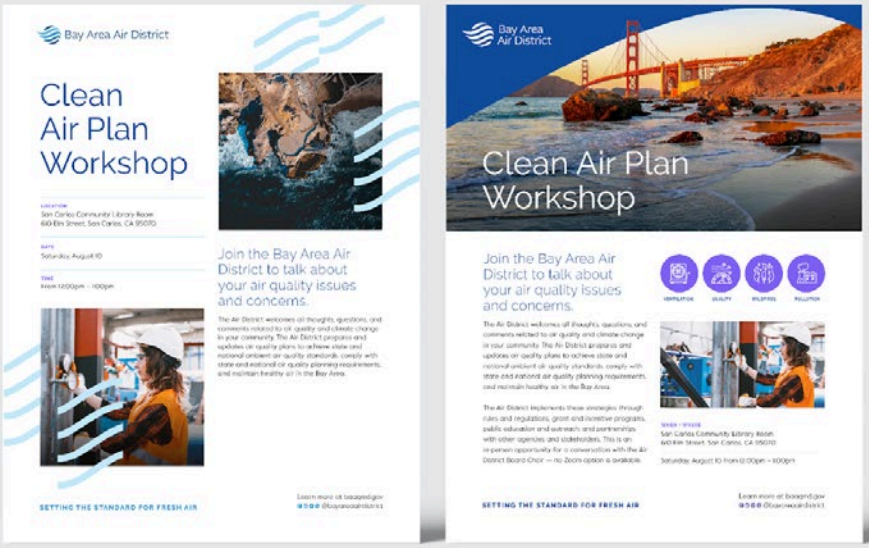

Clean Cars for All
Latest News
Brown Act Meetings
Meetings and Events
Bay Area Air District


Bay Area Air District
Clean Air Plan Workshop
Presented by Arsenio Mataka
September 25, 2024


Bay Area Air District
Bay Area
Air District


Bay Area Air District
A Vision
for Change
2024–2029
Strategic Plan
Bay Area Air District
Clean
Air Plan
Workshop
Bay Area Air District
Join the Bay Area Air District to talk about your air quality issues and concerns.
SETTING THE STANDARD FOR FRESH AIR
Wildfire
Smoke
Alert
WEEK OF
AUGUST 12TH
Happy Earth Day


Wildfire
Smoke Alert
WEEK OF
AUGUST 12TH
Wildfire
Smoke Alert
Happy
Earth Day
Happy Earth Day


Bay Area Air District
Clean
Air Plan
Workshop
Join the Bay Area Air District to talk about your air quality issues and concerns.
SETTING THE STANDARD FOR FRESH AIR
Bay Area
Air District
Clean Air Plan
Workshop
Join the Bay Area Air District to talk about your air quality issues and concerns.
SETTING THE STANDARD FOR FRESH AIR

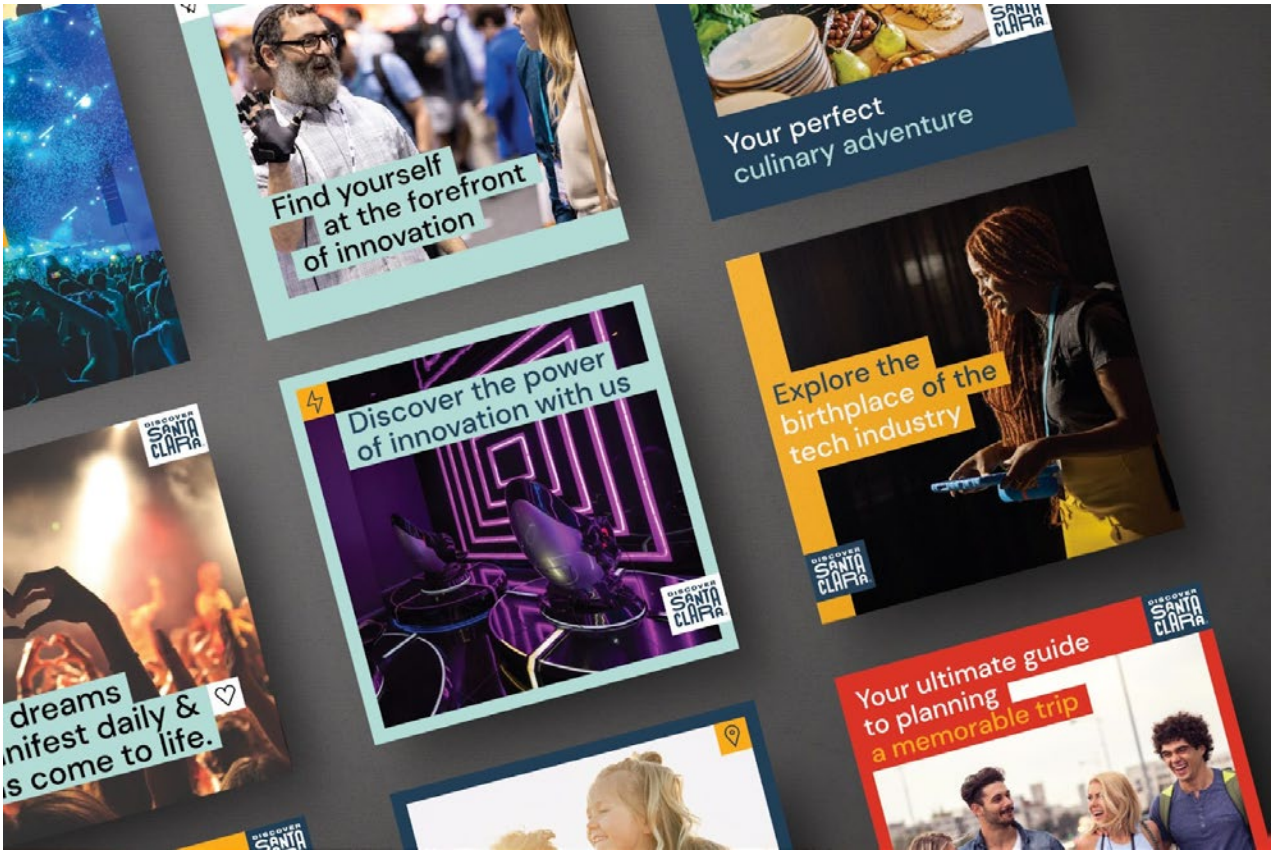
PROJECT NAME	CLIENT	COMPLETED	CONTACT
City of Santa Clara Convention Center Marketing	Discover Santa Clara 5001 Great America Pkwy Santa Clara, CA 95054	2024	Katelyn Studebaker Director of Marketing kstudebaker@DiscoverSantaClara.org

DESCRIPTION OF WORK

We The Creative (WTC) led the development and execution of marketing materials for Discover Santa Clara (DSC), focusing on discovery, design, development, and delivery. Our work included creating a revamped Master Pitch Deck, marketing strategy, and calendar, as well as social media and eBlast templates, advertising campaigns, and a trade show package. We also managed monthly marketing activities such as eBlasts, social media posts, and digital advertising. Our approach involved refining existing materials, implementing new strategies, and providing ongoing support to enhance DSC's visibility and attract more visitors to Santa Clara.




The Teaching Kitchen
Discover the Chef within at the Santa Clara Convention Center
Inside the Teaching Kitchen
Core Purpose
Curriculum | What to Expect at the Teaching Kitchen
Meet Your Executive Chef:
Let's get chopping.


Find yourself at the forefront of innovation
Your perfect culinary adventure
Discover the power of innovation with us
Explore the birthplace of the tech industry
Your ultimate guide to planning a memorable trip

PROJECT NAME	CLIENT	COMPLETED	CONTACT
City of Long Beach Awareness Campaign	City of Long Beach	2017	Sergio M. Ramirez, Deputy Director, Economic Development Department (562) 570-6129 Sergio.Ramirez@longbeach.gov

DESCRIPTION OF WORK

The City of Long Beach Economic, Property Development Department wanted to attract real estate developers, hospitality companies, decision makers and commerce-generating stakeholders to consider the City of Long Beach area as location for their new developments and ventures. Components included strategy, copywriting and photography supervision.



Economic Development Brochure	City of Hayward, 777 B Street, Hayward, CA 94541	2015	Micah Hinkle, Economic Development Manager, (510) 583-5546, Micah.Hinkle@hayward-ca.gov

DESCRIPTION OF WORK

Soon after the City of Hayward rebranded its Economic Development Department, they asked WTC to create a compelling 12-page brochure befitting of the City's new position and its goals. The brochure content depicts new, progressive nature of the city and utilizes unconventional layouts, specialty paper and printing. The brochure was a huge success. It spurred communication with manufacturing companies and developers interested in making Hayward their new location.











PROJECT NAME	CLIENT	COMPLETED	CONTACT
LACDRP Branding	LA County Planning 320 W Temple St, Los Angeles, CA 90012	2021	Iris Chi, AICP, Planner ichi@planning.lacounty.gov (213) 974-6411 320 West Temple Street Los Angeles, CA 90012

DESCRIPTION OF WORK

WTC was responsible for the review of LACDRP's existing communication tactics and the development of the vision, a full rebrand of LACDRP including the logo, 100th-anniversary logo, tagline, visual language with a transition plan, design LACDRP's website assets (artwork only), and develop a style guide.

WTC identified LACDRP's core values based on surveys and interviews of stakeholders and staff. Collectively we built the brand on a new name, LA County Planning.




HOW IT IMPACTS YOU & HOW YOU CAN HELP
From wildfires and drought to rising sea levels and flooding, we're all affected by climate change. And the problem is getting worse.
In coming years, experts predict summers will get dryer, and winters will get wetter. That means more droughts, local heat waves, destructive wildfires, rising sea levels and more frequent coastal flooding. As residents of Los Angeles County, these issues affect us all personally.
Fortunately, we're not helpless. Each one of us can take steps to be more aware and prepared to make a difference.
WHAT LA COUNTY IS DOING
Planning
Preparing
Educating
LET'S ACT TODAY, IT CAN'T WAIT FOR TOMORROW!
PREPARING FOR CLIMATE CHANGE
LA COUNTY
PLANNING


PREPARING FOR DROUGHT
WHAT YOU NEED TO KNOW
WHAT YOU CAN DO
Consume Responsibly
Collect Rainwater
Replace Your Lawn with Drought-Tolerant Landscaping
Get Involved
DESPERATE FOR WATER
Climate Change And LA County
How it Impacts You & How You Can Help
LA COUNTY
PLANNING

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Outlook Redesign	City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	2021	Alexus Merino T: (661) 723–6081 amerino@cityoflancasterca.org

DESCRIPTION OF WORK

We redesigned a quarterly publication for print and digital applications. WTC collaborated with the City of Lancaster and utilized their new brand standards developed by another agency to create a branded publication expressing the values of the Lancaster brand.




STAND STRONG
COVID-19
REOPENING ASSISTANCE PROGRAM
In an effort to help small businesses prepare to reopen as quickly and safely as possible and under the guidelines of Los Angeles County and the State of California we designed a program to lessen the costs and burden of reopening for small businesses, to save business owners time and effort sourcing hard-to-find supplies and keeping our community safe.
We provided items such as: face masks, hand sanitizer, paper towels, plexiglass shields, disinfectant, latex gloves, thermometers, patio furniture, and other items to assist with outdoor and modified operations.
OVER 150 BUSINESSES RECEIVED SUPPLIES FROM THE CITY.
These items were provided at no cost to businesses. We reached various sectors including restaurants, salons, retail stores, religious organizations, automotive shops, medical offices, day cares, etc.
Assistance is still available at cityoflancasterca.org/reopeningassistance
SMALL BUSINESS LOAN PROGRAM
The City of Lancaster acted quickly to get this program up and running when businesses were in desperate need of assistance. We gave out low and no-interest loans of $5,000 to $20,000 to small businesses in Lancaster that were affected by the COVID-19 pandemic. These funds were intended to 1) aid businesses adversely impacted by COVID-19 in maintaining viability during and beyond the outbreak, and 2) aid those undergoing mandatory closures in recommencing operations following the outbreak's conclusion.
We received over 75 applications and have given out over $600,000. Various businesses and sectors received loans including restaurants, salons, fitness centers, and cleaners.
Loan program applications will be accepted through December 31, 2020 at cityoflancasterca.org/standstrongloan
ECONOMIC DEVELOPMENT
OPERATION JUMP START
This car purchasing program incentivized customers to purchase vehicles at local Antelope Valley dealerships. It was a partnership with the City of Palmdale, Lancaster Auto Mall, Palmdale Auto Mall, and Antelope Valley Harley-Davidson. $500 Visa rewards cards were given to customers who purchased or leased new vehicles; $250 Visa rewards card were given to customers who purchased used vehicles. The program lasted May 1 through August 31, 2020.
Over 3,500 vehicles were sold and eligible for the rewards cards, representing about $1.4M back into the economy.


PARKS FOR US
SGT. STEVE OWEN MEMORIAL PLAYGROUND
The City of Lancaster celebrates parks and playgrounds that promote community development to help build stronger and more resilient communities.
The new all-inclusive playground at Sgt. Steve Owen Memorial Park is funded by the City of Lancaster through the Community Development Block Grant Program (CDBG), and the U.S. Department of Housing and Urban Development.
With inclusive playgrounds, the objective is to include everyone. They are thoughtfully designed to provide a safe place where children of all abilities can play together and are developmentally appropriate for children with and without disabilities. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a "sensory-rich" experience for all.
Authorized under Title I of the Housing and Community Development Act of 1974, CDBG provides annual grants to cities and counties to develop viable urban communities by providing a decent and suitable living environment, addressing special needs groups, and maintaining and promoting neighborhood preservation.
THE CITY OF LANCASTER CELEBRATES PARKS AND PLAYGROUNDS THAT PROMOTE COMMUNITY DEVELOPMENT TO HELP BUILD STRONGER AND MORE RESILIENT COMMUNITIES.
EL DORADO PARK
BEFORE
Soccer is the most popular game in the world and the City of Lancaster values its ability to bring people together from all over the world and create a universally positive environment and enjoyable experience. Lancaster also holds the largest soccer complex in the West, the Lancaster National Soccer Center.
El Dorado Park was one of three county parks that were transferred to the City's ownership when it incorporated in the late '70s. This spirited park is adjacent to El Dorado Elementary School and features a number of amenities including a preschool room, walking trails, softball field, playground, picnic tables, and restrooms. Adding this mini-pitch soccer field to the park creates a safe play space that all community residents can use and supports the Safe Places to Play program's mission to improve lives and communities through soccer.
The project is part of the U.S. Soccer Foundation's #SafePlaces2sPlay program, which seeks to transform underutilized areas into state-of-the-art pitches by creating safe soccer play spaces that all community residents can use. In support of the program's mission to improve lives and communities through soccer, Target pledged $6 million to create 100 mini-pitches in communities across the country by the end of 2020 and Lancaster is one of them!
AFTER
IN-PROGRESS


SEE AND BE SEEN
cityoflancasterca.org/seeandbeseen
SEE AND BE SEEN
RIDE RIGHT IN THE BIKE LANE
A CITY@WORK
LOOK OUT FOR PEDESTRIANS EVERYWHERE BECAUSE SAFETY IS A SHARED RESPONSIBILITY
MAKE EYE CONTACT
RIDE RIGHT IN THE BIKE LANE
KEEP IN MIND, WALK BETWEEN THE LINES
EYES UP, PHONE DOWN
OTS
TRAFFIC SAFETY
SAFELY CALIFORNIA


LANCASTER
LANCASTER IS A DIVERSE COMMUNITY OF PEOPLE THAT IS LEADING THE FUTURE THROUGH SCIENCE, TECHNOLOGY, ART, CULTURE, AND COLLABORATION.
Home to astronauts, rocket scientists, families, and innovative businesses large and small, Lancaster is leading the USA with innovation. Combined with spectacular landscapes and clean air, Lancaster has the confidence, expertise, spirit, and imagination to transform tomorrow.
After a year of research and design the new logo for Lancaster celebrates the legendary local poppy and provides a window into the great experiences of Lancaster: spectacular landscapes, arts, culture, entertainment, recreation, events, and an innovative community working together to build the future. Today.
Bold. Confident. Innovative. Progressive. Authentic. Optimistic. Flexible. Resilient. Welcome to Lancaster.
CONTENTS
2 City Council Message: Looking Back and Starting New
3 City Manager Message: Leading Into the Future as America's First Hydrogen City
4 From the Dais: The Social Equity Commission
6 Lancaster Connect
7 A City@work: The Holiday Moratorium See and Be Seen
10 Economic Development: Stand Strong
12 Arts & Culture
15 The BLVD: Sleigh Gift Giving This Season
16 Smart City Update: Illegal Dumping Fact Sheet
17 Community Safety: Holiday Safety Tips
18 Code Enforcement: Winter Time Property Care
19 Special Events: Friday Night Drive-In MLK Day of Service
21 Sustainability: Charge Ready
22 Uniquely Us: Sgt. Steve Owen Memorial Playground
23 Park Focus: El Dorado Mini Pitch

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Bring Your Own Long Beach City #BYOLBC	City of Long Beach Environmental Services Bureau (ESB),	2018	Erin Rowland Waste Diversion/Recycling Officer (562) 570-2851

DESCRIPTION OF WORK

Develop a strategic marketing campaign and execution plan to engage and convert residents to bring their own reusable coffee/drink cups, straws, to-go containers and grocery/produce bags to reduce their reliance on disposable single-use items.

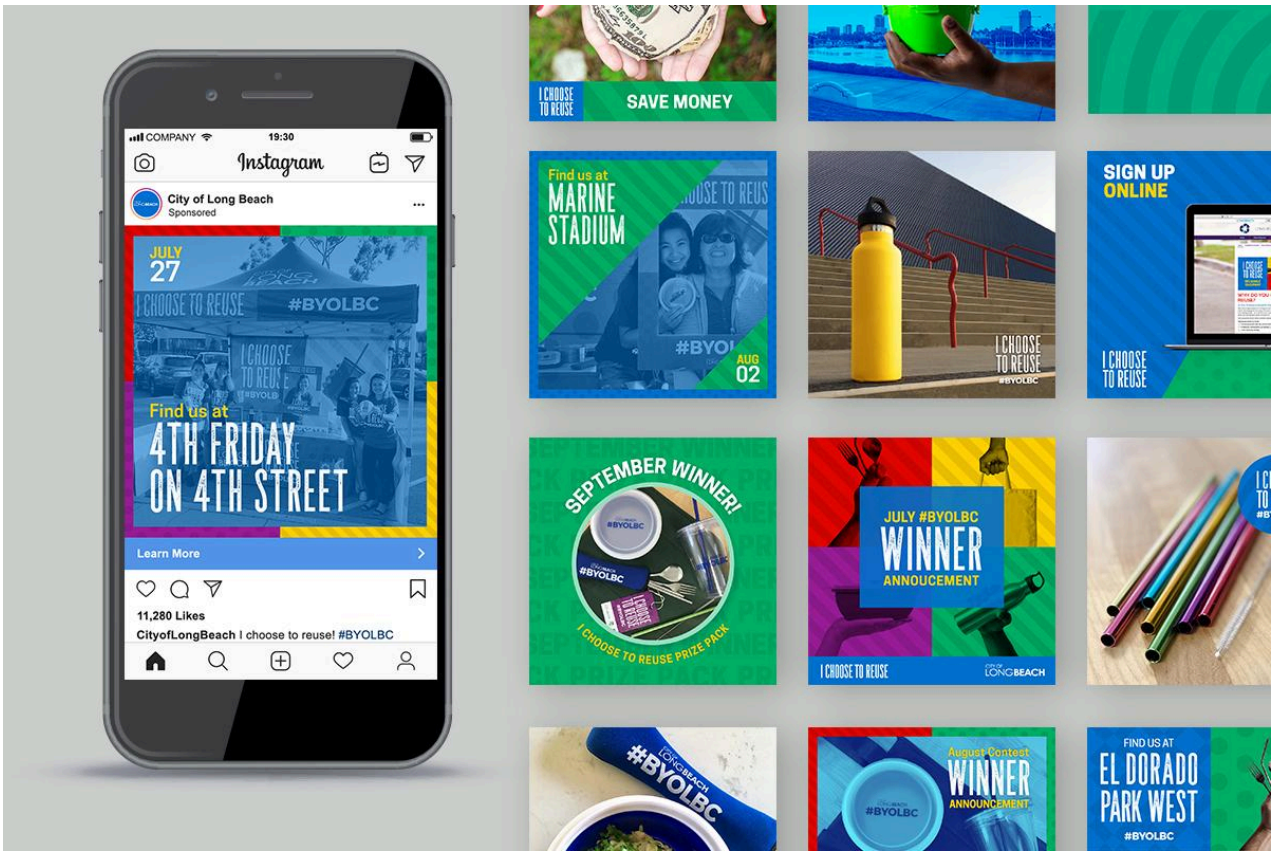
- Increase awareness of the EPS ordinance
- Educate residents on BYO options
- Increase participation in the City of Long Beach's Bring Your Own (BYO) initiatives
- Develop measurable metrics

The design direction chosen was a play on the iconic Rosie the Riveter "Call to Arms" poster. By reinforcing the "We Can Do It" message, the concept was to show different forearms holding up a variety of reusable containers alongside the tagline "I choose to reuse" personifying empowered and passionate residents making the choice to make the change. The bright primary color palette and varying patterned backgrounds were eye-catching and representative of Long Beach's diversity.

The campaign ran during the summer of 2018 and partnered with the City Park/Rec/Marine Bureau to educate residents through a booth at City Events and through the use of Street Teams reaching out to residents at the events. This was one way we were able to directly interact with city residents. Overall, the Street Teams were present at more than 20 city-wide events.

Deliverables/marketing items:

- Social Media (Facebook, Instagram, Twitter)
- Google Ads
- Weekly Emails (welcome/signup email, event update email)
- Website Landing Page
- 2 Billboard Ads
- Tchotchke/Giveaway Items
- Street Team Events (included canopy and table signage, t-shirts and marketing material)



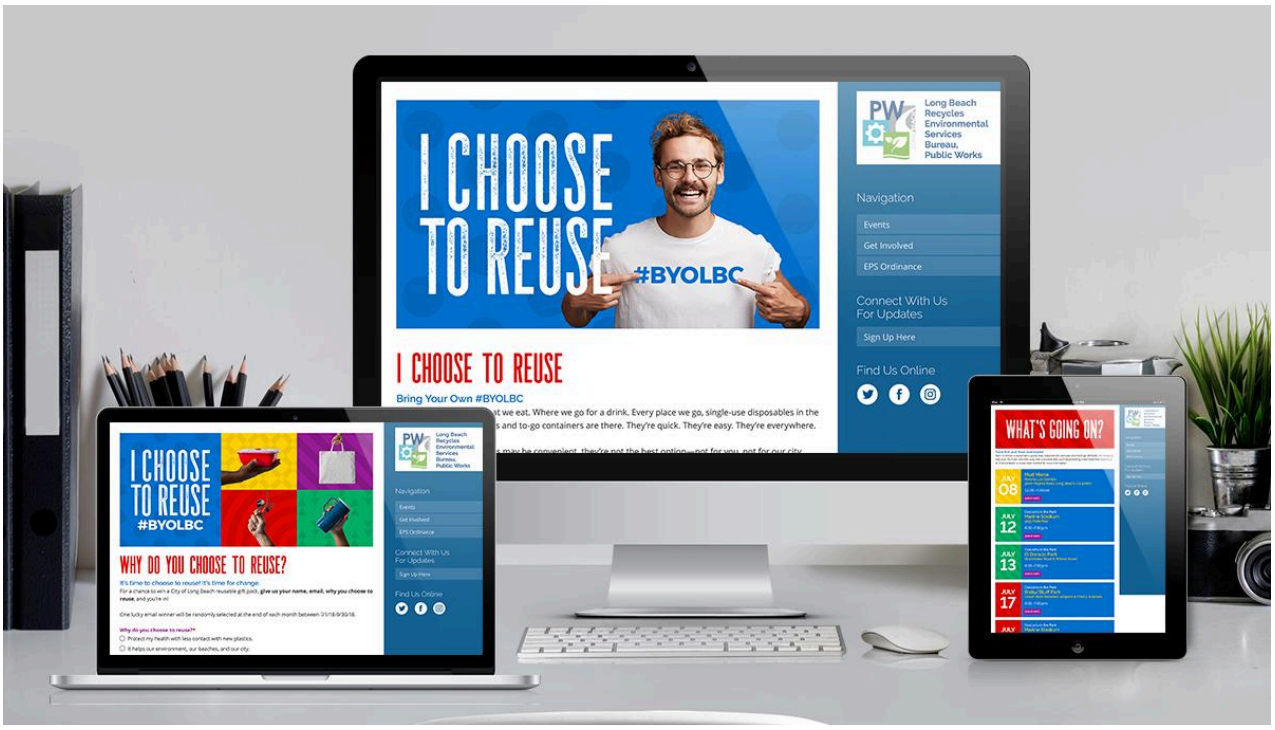
SOCIAL CAMPAIGN (More than 150 posts in 13 weeks)



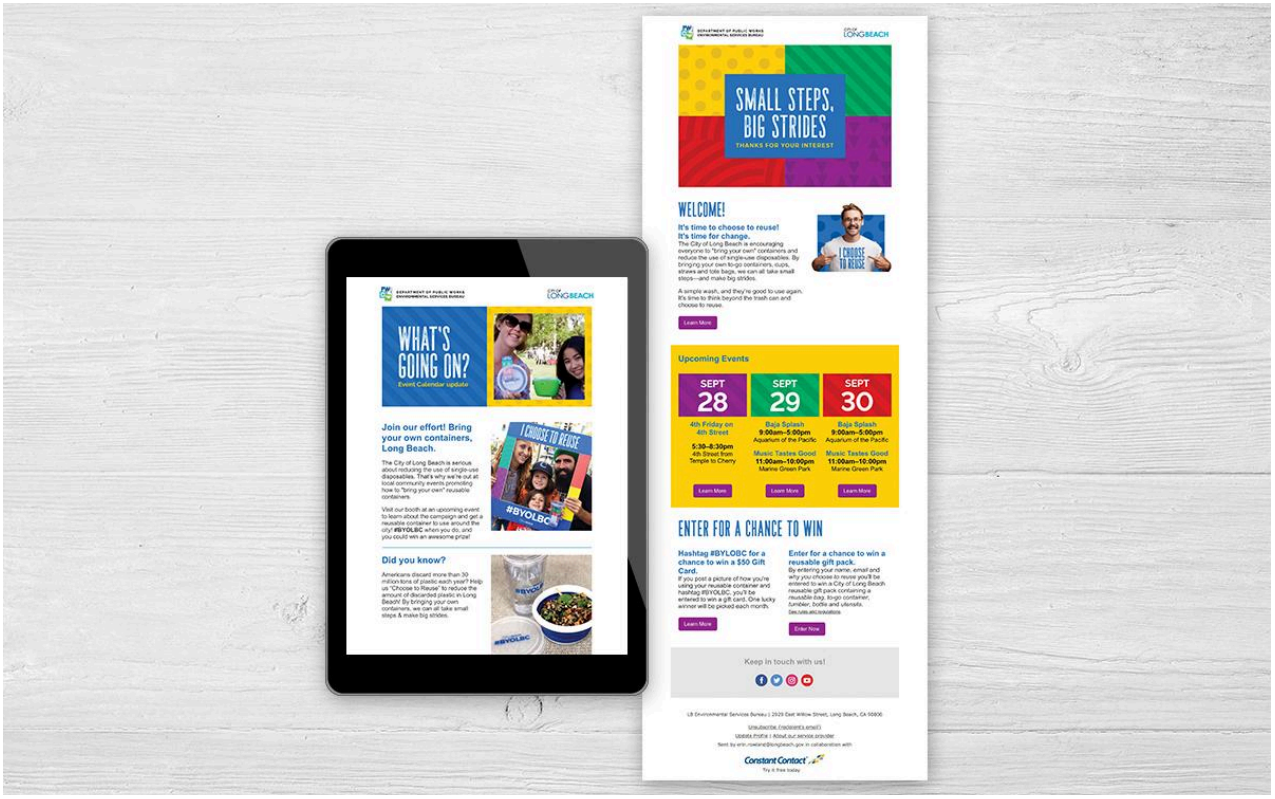
EMAIL CAPTURE HANDOUT



3 REASONS HANDOUT



WEBSITE DESIGN



EMAIL DESIGN



STREET TEAM HANDBOOK



STREET TEAM POP-UP TENT



CONCERTS



MUD MANIA



4TH FRIDAY

ACTIVATIONS



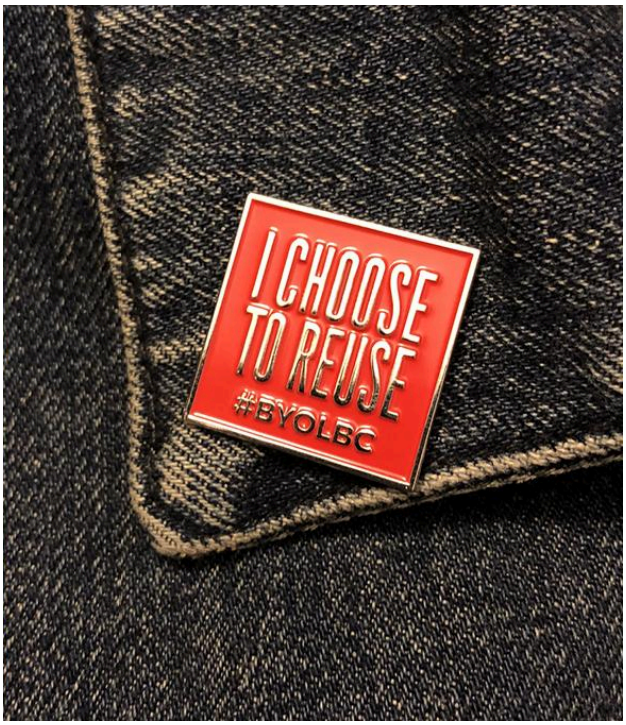
TO GO CONTAINERS



BAGS



REUSABLE METAL STRAWS



CAMPAIGN PIN

PROJECT NAME	CLIENT	COMPLETED	CONTACT
State of the City Graphics	City of Ontario 303 E. B Street Ontario, California 91764	2023	Economic Development Agency (909) 395-2000

DESCRIPTION OF WORK

For the annual State of the City event, we provided design services for the City of Ontario, collaborating with We The Creative (WTC) to enhance the existing design framework. By subtly evolving the established aesthetic, we implemented a cohesive look and feel across various campaign tactics, ensuring a visually engaging and unified presentation that resonates with the community.




SMALL PLATES
Station
CARVING
Station
2024
STATE OF THE CITY


GENERAL
RECEPTION
2024
STATE OF THE CITY

PROJECT NAME	CLIENT	COMPLETED	CONTACT
StanisCruise Rebrand and Marketing	Stanislaus Council of Government 1111 I Street, Suite 308 Modesto, CA 95354	2022	Jean Foletta Director of Mobility Programs (209) 525-4600, Jfoletta@stancog.org

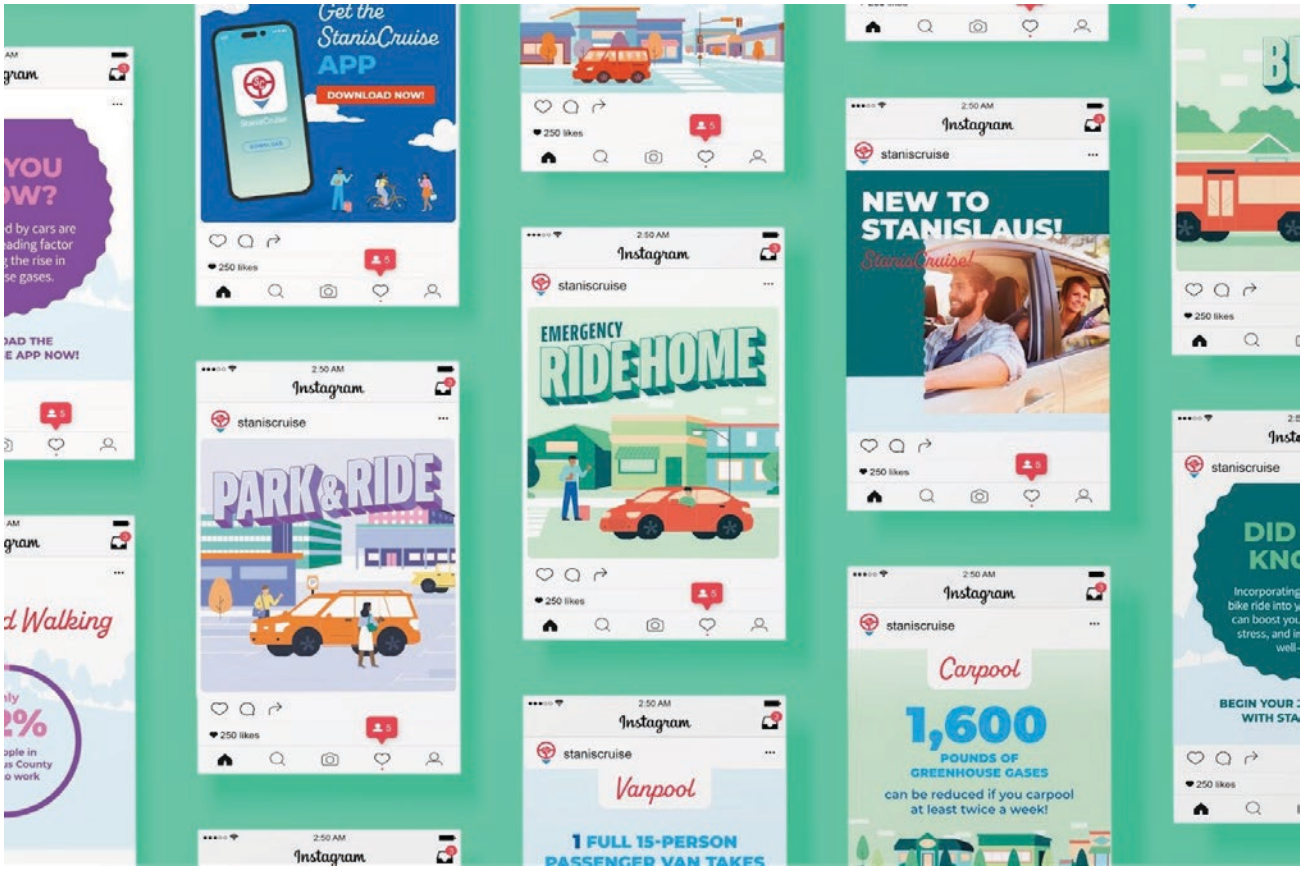
DESCRIPTION OF WORK

We The Creative (WTC) collaborated with Stanislaus Council of Governments (StanCOG) on a comprehensive marketing retainer project designed to enhance their outreach and branding efforts. Our systematic approach involved both immediate branding evolution and ongoing marketing activities to strengthen StanCOG's presence.

We managed StanCOG's online presence, including creating tailored content for Instagram and Facebook, scheduling posts, and providing monthly analytics. Additionally, we initiated a strategic social media plan, recommending boosted posts and ad campaigns to expand reach. Moreover, we designed a comprehensive brochure highlighting various transportation modes and incorporated custom illustrations to enhance the visual appeal and engage the audience.




STANISCRUISE
Get your move on!
Help make
STANISLAUS COUNTY A BETTER PLACE TO LIVE AND WORK.
Where can we help you go today?
SAVE TIME
REWARDS
Use the App
FRESH OPTIONS FOR CLEANER AIR
BIKING & WALKING
Freedom, fitness and fun—all in one smart commute.
WHAT IS IT?
WHY BIKE OR WALK?
We Can Help
KICK-START
Your Program
HOW CAN WE HELP YOU?
TOOL KIT
JOIN THE BIKETOBER CHALLENGE

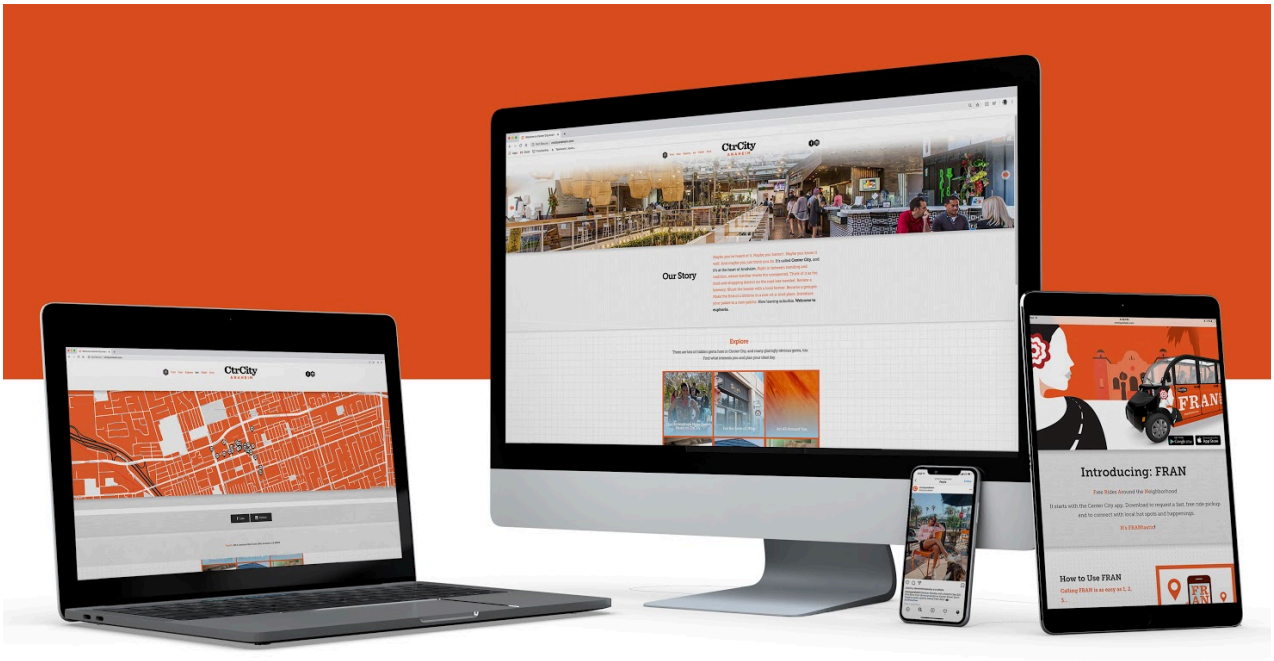

Get the StanisCruise APP
DOWNLOAD NOW!
Instagram
staniscruise
NEW TO STANISLAUS!
EMERGENCY RIDE HOME
PARK & RIDE
Carpool
1,600
POUNDS OF GREENHOUSE GASES
can be reduced if you carpool at least twice a week!
Vanpool
1 FULL 15-PERSON
250 likes


Stanis CRUISE
FRESH OPTIONS
For Cleaner air!
VANPOOL
Join the cool crew.
Ride together, Save together.
An arrangement where commuters (typically 7-15 people) travel together in a van.
Vanpools are a great option for people with a consistent work schedule and who live more than 20 miles away from work. Someone else does the driving, so you can chat, sleep, read or catch up on your favorite podcasts.
More perks
· Drivers qualify for a $550 monthly subsidy
· Use the HOV lanes and cut commute times dramatically
· Employer perks and incentives
A FULL VANPOOL CAN LEAVE UP TO 14 CARS PARKED AT HOME.
JOIN THE COOL CREW AT StanisCruise.com/vanpool
STANISCRUISE
Get your move on!

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Ctr City Anaheim Marketing	City of Anaheim	2019	Jessica Garcia Community & Economic Development (714) 765-4300 x 4569, JGarcia3@anaheim.net

DESCRIPTION OF WORK

WTC developed an annual social media plan and content strategy, identified the client voice and target audience buckets and developed unique contests, social promotions and campaigns that drive fan growth and consumers to visit and experience all that Anaheim has to offer. WTC also included recommendations on targeting, performing hashtags, user generated content, event pages, influencer programs, third party apps for shoppable feeds, reservations on social and other valuable opportunities



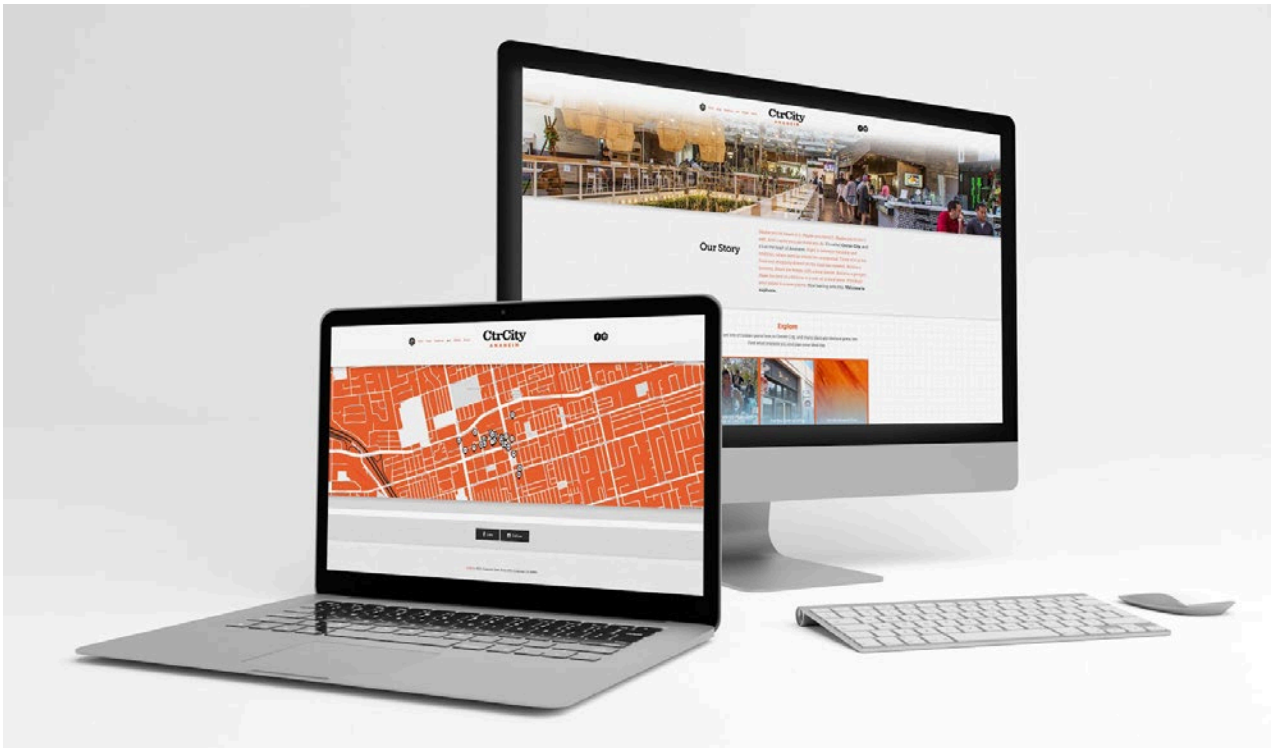
Total Growth per platform Year 1

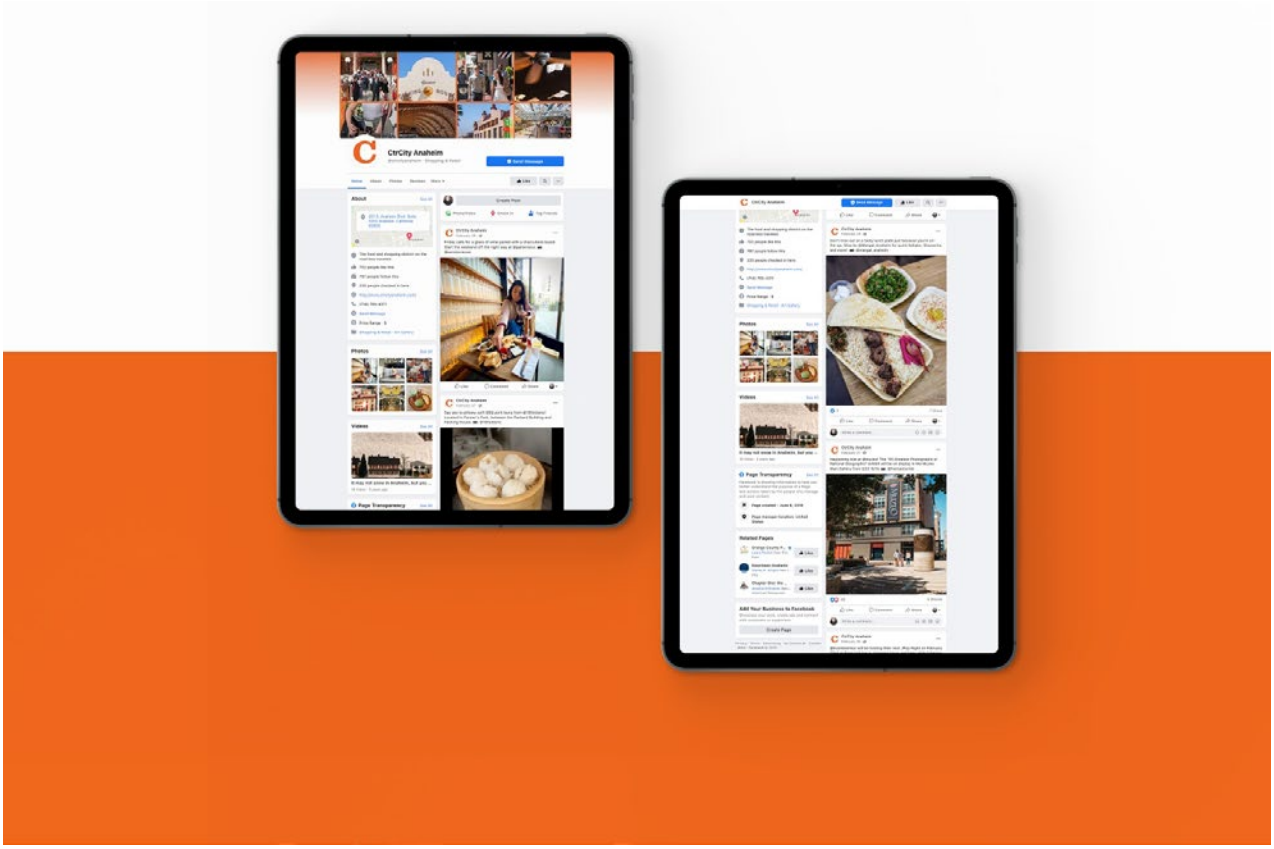
Total Followers	**2,116**	↗ 86.4%
Total Net Follower Growth	**979**	
Twitter Net Follower Growth	65	↗ -
Facebook Net Fan Growth	110	↗ 28.5%
Instagram Net Follower Growth	804	↗ 107%

Total followers increased by

▲86.4%

since previous date range


CtrCity
Our Story
CtrCity


CtrCity Anaheim

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Triangle Square Marketing	Triangle Square 1870 Harbor Blvd, Costa Mesa, CA 92627	2019	Anais Tange A.T. Connection 1835 Newport Blvd. A109 - 239, Costa Mesa, CA 92627 anais@atconnections.co (949) 274-3214

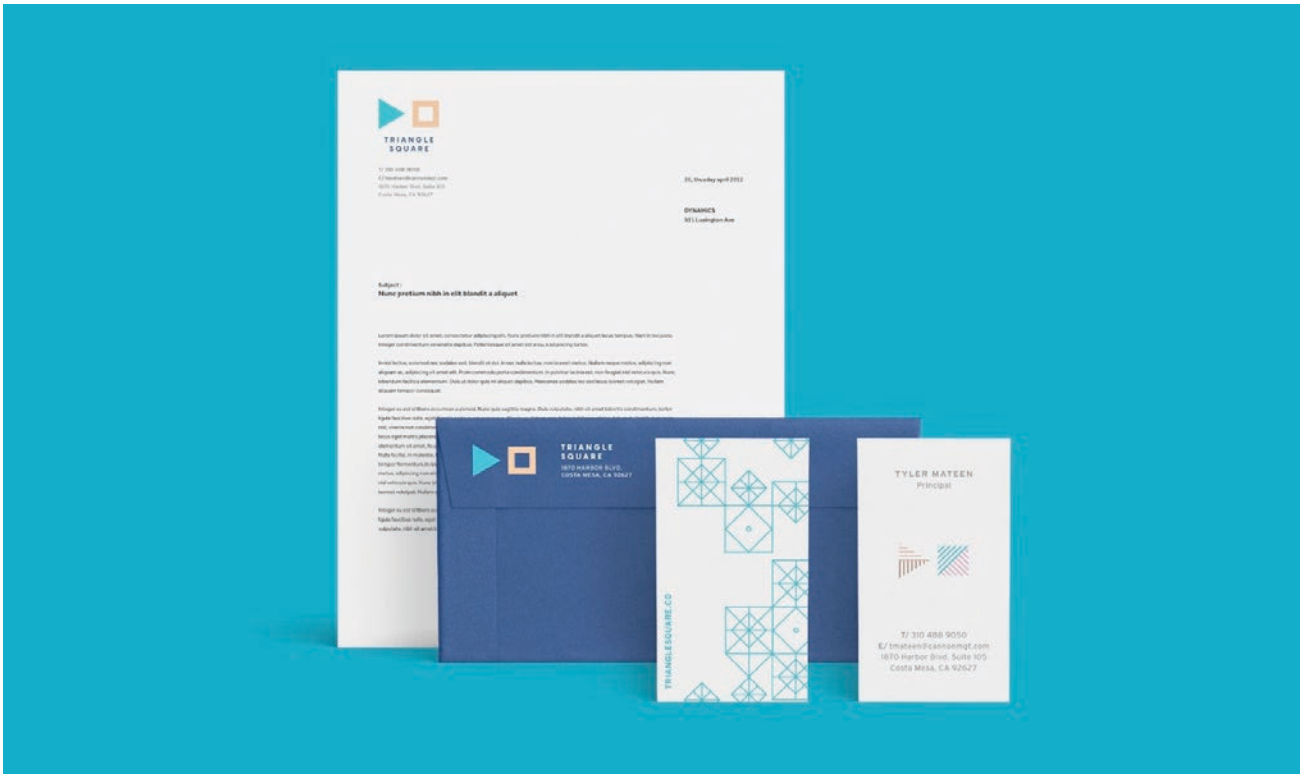
DESCRIPTION OF WORK

We were responsible for the branding, marketing, and social media for Triangle Square, Costa Mesa. We did a deep dive into The Triangle brand through research, competitive audits and interviews with key executives, city officials, vendors, tenants, and community members. In discovery we developed the strategy and position of The Triangle.




PROPERTY HIGHLIGHTS
SITE PLAN LEVEL 1
JOIN CURRENT MAJOR TENANTS
TRIANGLE SQUARE
LOCATION
SITE PLAN LEVEL 2
2018 TRADE AREA DEMOGRAPHICS
SITE PLAN SUITE 200


ALTERNATE LOGO COLORS
COLOR PALETTE


TRIANGLE
SQUARE
TRIANGLE
SQUARE
1870 HARBOR BLVD.
COSTA MESA, CA 92627
TRIANGLESQUARE.CO
TYLER MATEEN
Principal
T/ 310 486 9050
E/ tmateen@canisemgt.com
1870 Harbor Blvd. Suite 105
Costa Mesa, CA 92627


TRIANGLE
SQUARE

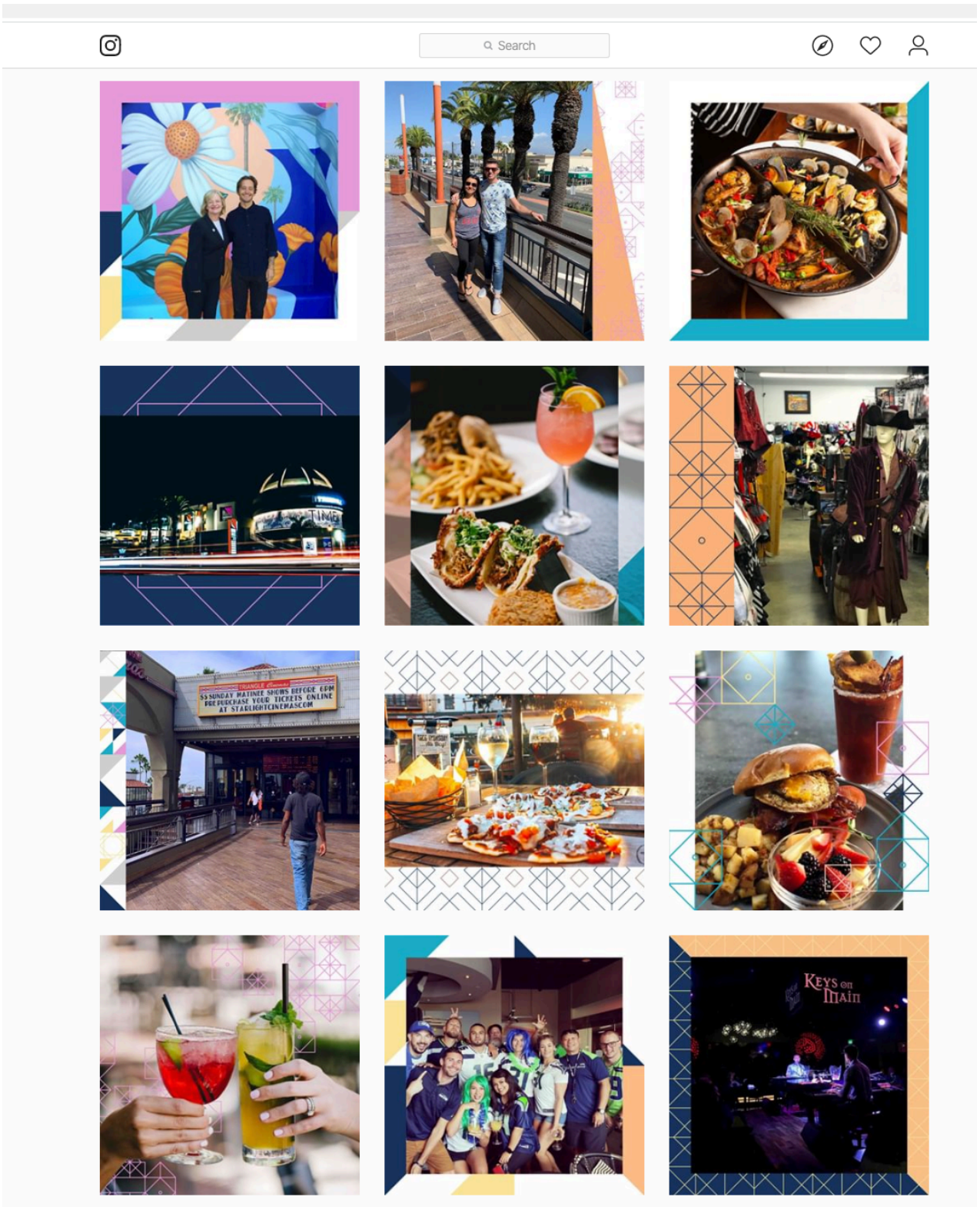
Community Outreach: Independence Day Celebration

This allowed the person to grasp the "play" and "stop" concept.

300+ conversations
125+ pins handed out
60+ email addresses gathered






Search
$3 SUNDAY MATINEE SHOWS BEFORE 6PM
PRE-PURCHASE YOUR TICKETS ONLINE
AT STARLIGHTCINEMAS.COM
KEYS on Main

PROJECT NAME	CLIENT	COMPLETED	CONTACT
Shea Properties Brochure	Shea Properties 130 Vantis, Suite 200 Aliso Viejo, CA 92656	2019	Marcelo Sandoval Marketing Director 949.389.7063 marcelo.sandoval@sheaproperties.com

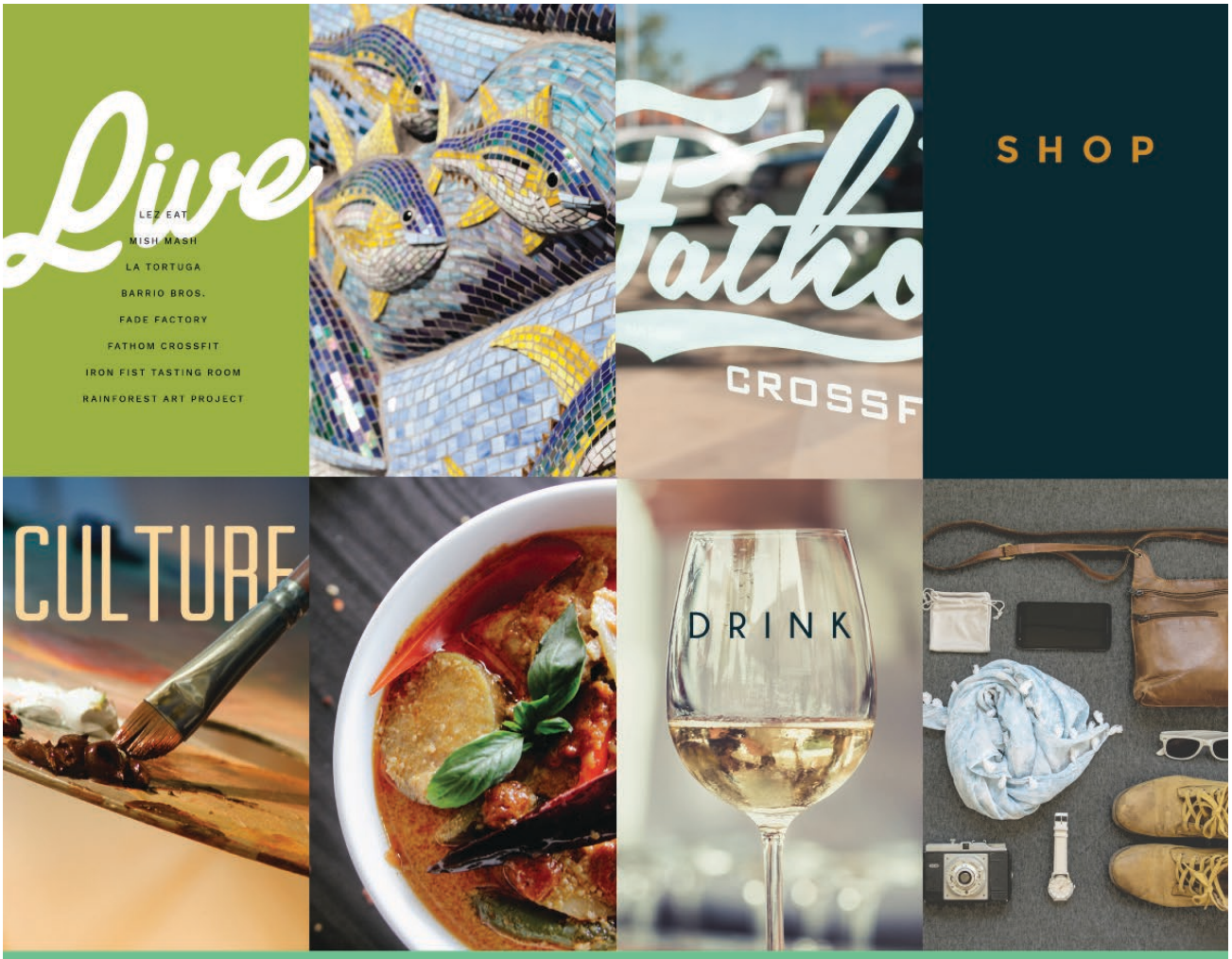
DESCRIPTION OF WORK

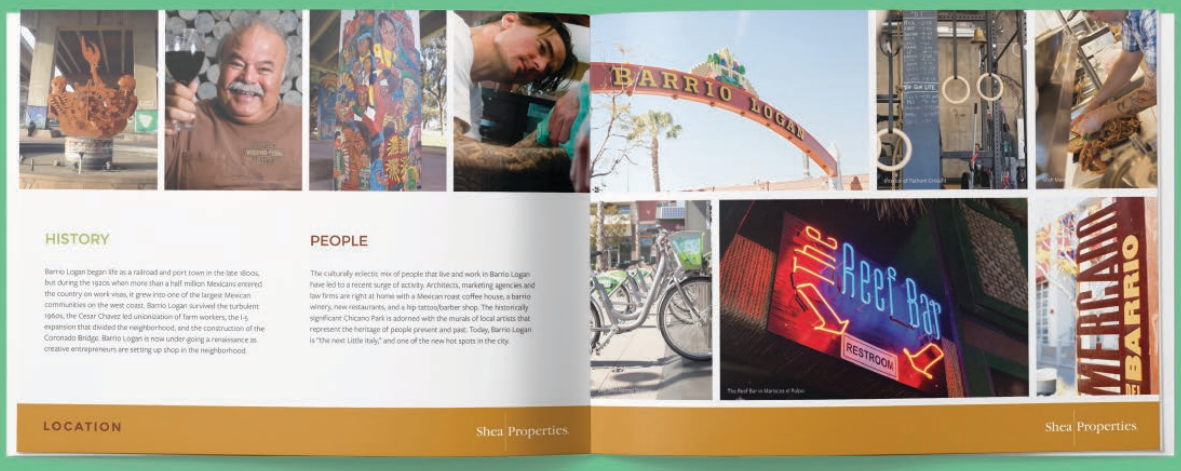
Shea Properties has a portfolio of seven properties, each with its own personality. They needed a unique brochure to showcase each property's distinctive characteristics.

Each brochure has a trendy, contemporary look and feel that showcases the properties' offerings using thoughtful typography, carefully selected color schemes and photography – such as lifestyle images – to demonstrate a wide range of retailers, restaurants and features.




CHERRY HILLS MARKET
TAQUERIA EL TAPATIO
Shea Properties
THERE IS STILL ROOM
Shea Properties
NORTH COUNTY PLAZA
CARLSBAD
CARLSBAD PLAZA
CARLSBAD PLAZA SOUTH
CARLSBAD PREMIUM OUTLETS
PLAZA PASEO REAL
FORUM CARLSBAD
LA COSTA TOWN SQUARE
POINSETTIA VILLAGE
PALOMAR COMMONS
BRESSI RANCH VILLAGE CENTER
RANCHO SAN MARCOS VILLAGE
AREA COMPETITION
Shea Properties
CONCEPT RENDERINGS
Shea Properties
CALIFORNIA STATE UNIVERSITY MONTEREY BAY & FORT ORD
HISTORY
Shea Properties
DISTRICT H
CENTURY THEATRES


Live
LEZ EAT
MISH MASH
LA TORTUGA
BARRIO BROS.
FADE FACTORY
FATHOM CROSSFIT
IRON FIST TASTING ROOM
RAINFOREST ART PROJECT
SHOP
CULTURE
DRINK


HISTORY
PEOPLE
LOCATION
Shea Properties
BARRIO LOGAN
The Reef Bar
RESTROOM
Shea Properties

WE THE CREATIVE

PROJECT NAME	CLIENT	LOCATION
City of Visalia Rebrand	City of Visalia 707 W. Acequia Ave. Visalia, CA 93291	Allison M. Mackey, APR Communications & Brand Manager (559) 713-4535, allison.mackey@visalia.city

DESCRIPTION OF WORK

We The Creative aims to demonstrate their strategic approach to enhancing the City of Visalia's reputation as an employer of choice and a desirable place to live. By emphasizing the positive aspects of working for the City and residing in Visalia, their goal is to instill a sense of pride among residents and workers while advancing recruitment success in a competitive landscape.

The new brand, crafted by We The Creative, will be flexible and adaptable, catering to various departments and municipal functions, and will resonate authentically with citizens, employees, and community groups. Through creative elements such as design concepts, messages, taglines, and wordmarks, We The Creative will support the overall brand initiative and contribute to the city's continued success and growth.




VISALIA
A BETTER WAY OF LIVING
Finance and
Technology Services
ACCOUNTING
A better
way of living.
A better way
of living.


VISALIA
A BETTER WAY OF LIVING
A better
way of living.
Visalia fun fact goes here. Lorem ipsum
dolor sit amet, consectetuer adipiscing elit,
sed diam nonum mmy nibh euismod.
Find out more and apply at visalia.city

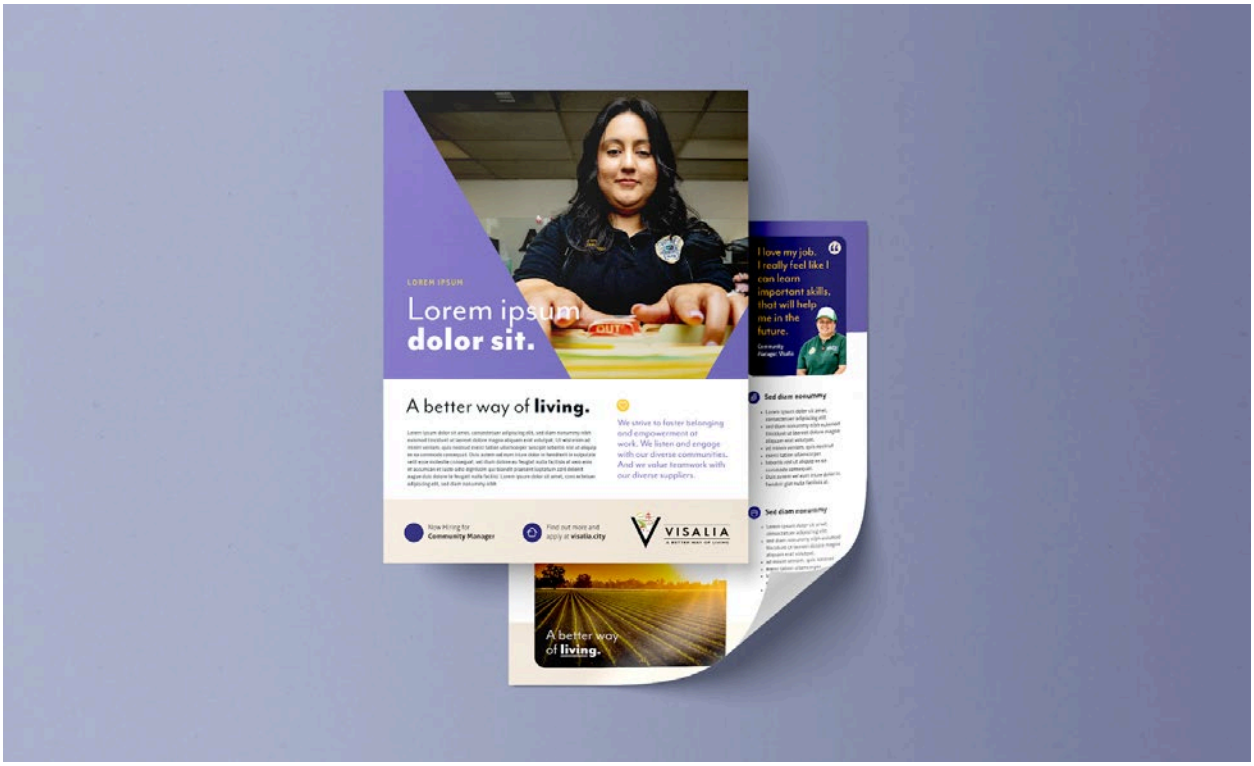

VISALIA


VISALIA
MAINTENANCE

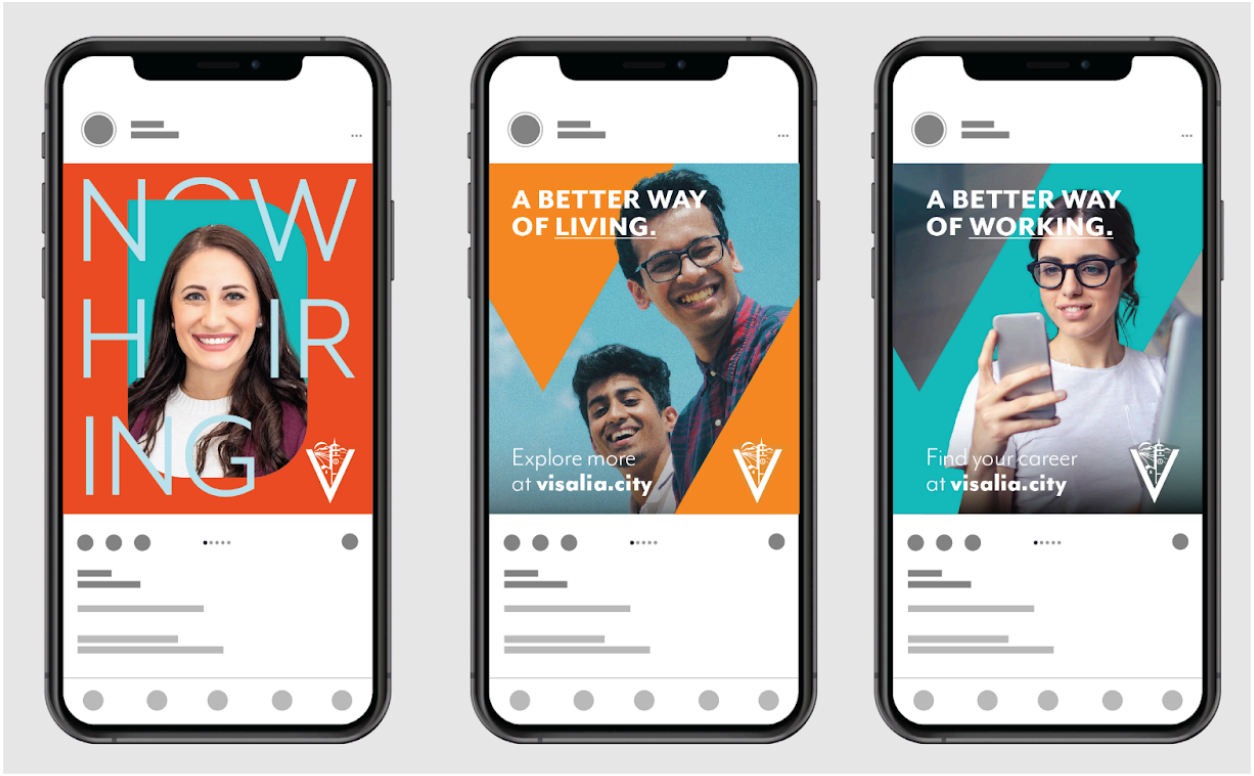

VISALIA
DEPARTMENT NAME
Lorem ipsum dolor
sit amet consectetur.
35%
5%

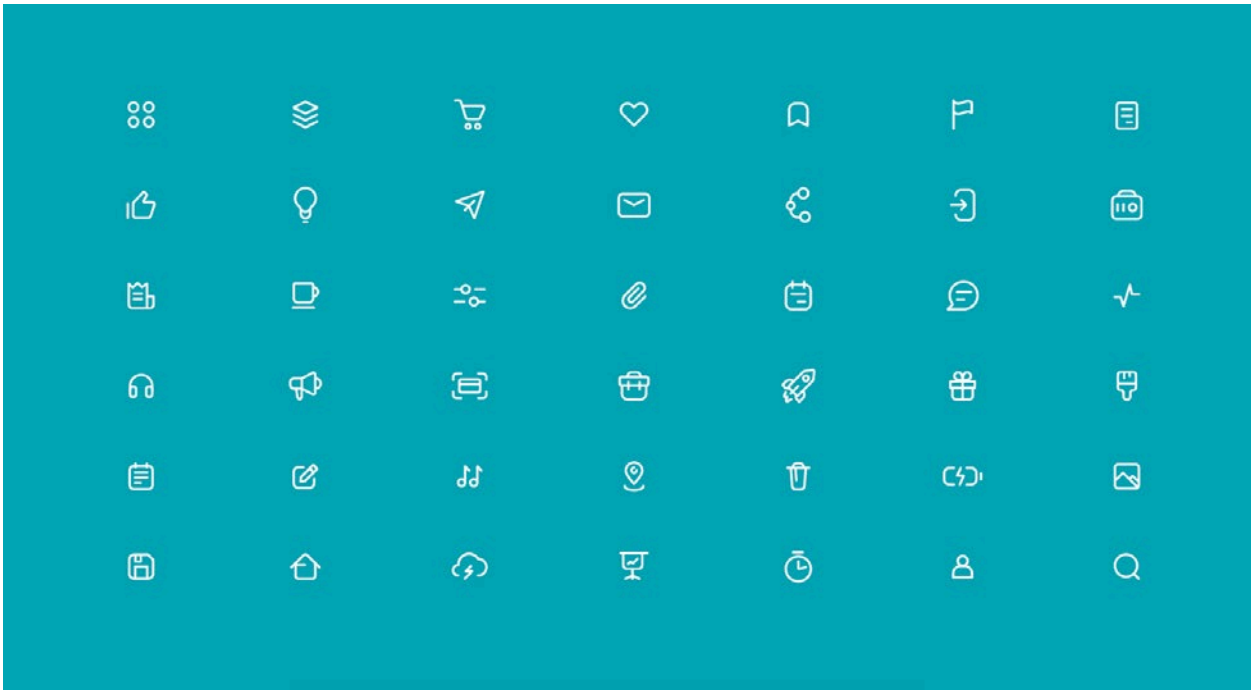

VISALIA
NOW
HIRING
Community Manager
Apply at visalia.city


VISALIA
Finance and Technology Services
LINDSAY
MALONE
ACCOUNTING
VISALIA
Finance and Technology Services
FABIAN
VELASQUEZ
ACCOUNTING

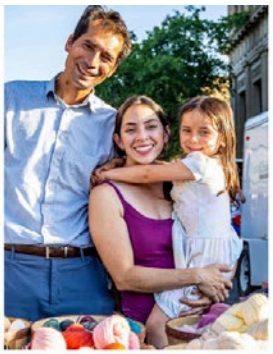

LOREM IPSUM
Lorem ipsum
dolor sit.
A better way of living.
We strive to foster belonging and empowerment at work. We listen and engage with our diverse communities. And we value teamwork with our diverse suppliers.
Now Hiring for Community Manager
Find out more and apply at visalia.city
VISALIA
A better way of living.
I love my job. I really feel like I can learn important skills that will help me in the future.


VISALIA
A BETTER WAY OF LIVING
VISALIA.CITY
A better
way of living.
VISALIA


NOW
HIR
ING
A BETTER WAY
OF LIVING.
Explore more
at visalia.city
A BETTER WAY
OF WORKING.
Find your career
at visalia.city

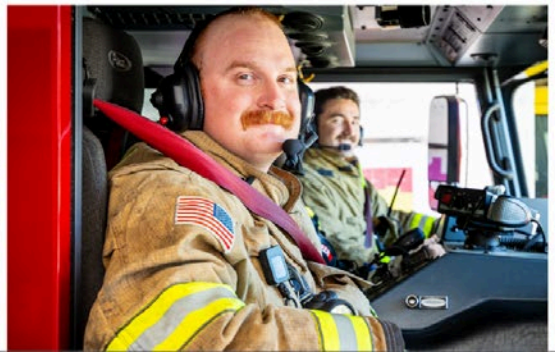




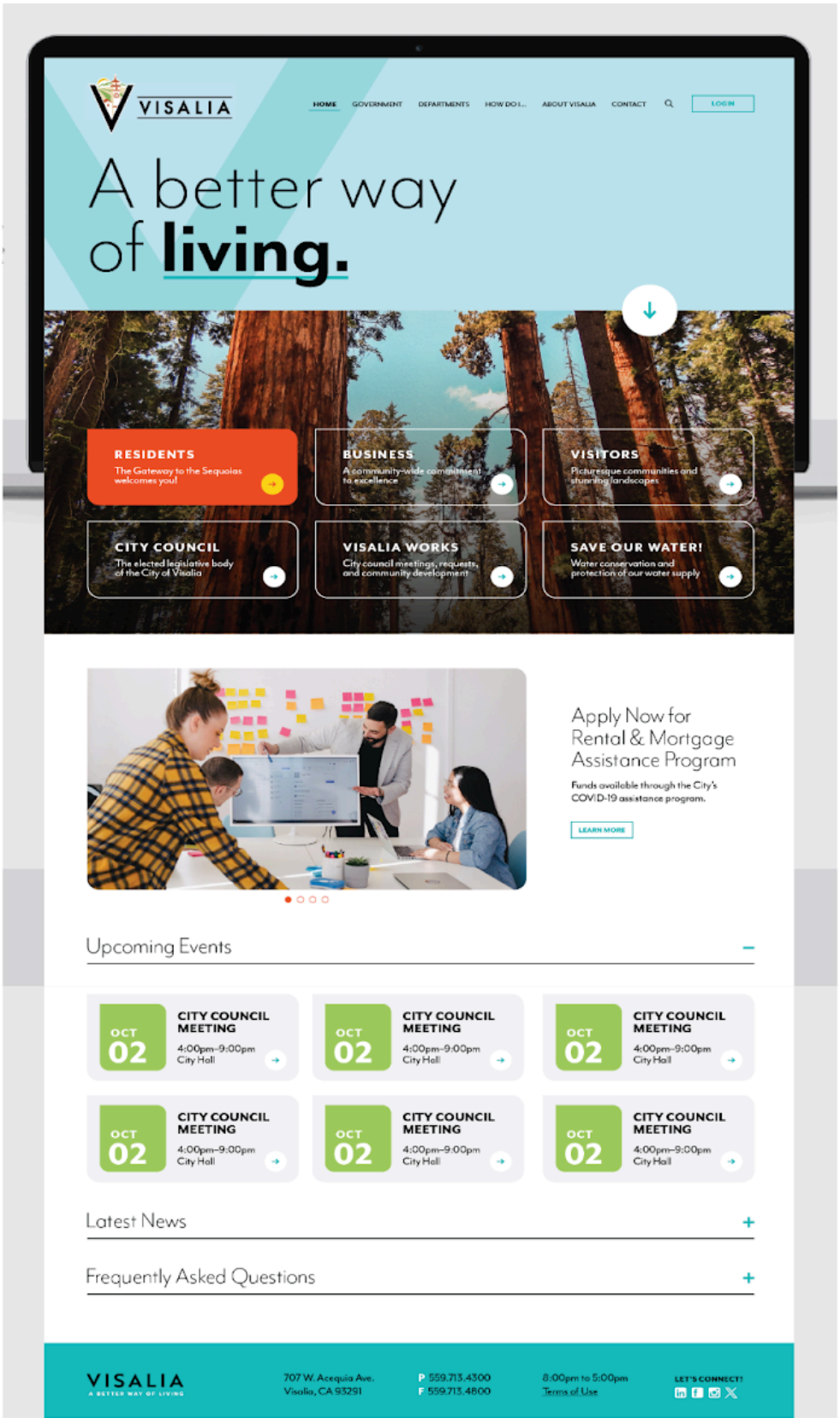











VISALIA
HOME
GOVERNMENT
DEPARTMENTS
HOW DO I...
ABOUT VISALIA
CONTACT
LOG IN
A better way of living.
RESIDENTS
The Gateway to the Sequoias welcomes you!
BUSINESS
A community-wide commitment to excellence
VISITORS
Picturesque communities and stunning landscapes
CITY COUNCIL
The elected legislative body of the City of Visalia
VISALIA WORKS
City council meetings, requests, and community development
SAVE OUR WATER!
Water conservation and protection of our water supply
Apply Now for Rental & Mortgage Assistance Program
Funds available through the City's COVID-19 assistance program.
LEARN MORE
Upcoming Events
OCT 02 CITY COUNCIL MEETING 4:00pm–9:00pm City Hall
OCT 02 CITY COUNCIL MEETING 4:00pm–9:00pm City Hall
OCT 02 CITY COUNCIL MEETING 4:00pm–9:00pm City Hall
OCT 02 CITY COUNCIL MEETING 4:00pm–9:00pm City Hall
OCT 02 CITY COUNCIL MEETING 4:00pm–9:00pm City Hall
OCT 02 CITY COUNCIL MEETING 4:00pm–9:00pm City Hall
Latest News
Frequently Asked Questions
VISALIA
A BETTER WAY OF LIVING
707 W. Acequia Ave.
Visalia, CA 93291
P 559.713.4300
F 559.713.4800
8:00pm to 5:00pm
Terms of Use
LET'S CONNECT!

JOVEN OROZCO President & Chief Creative Officer (Key Staff)



Joven integrates the fundamental understanding of business goals and objectives with precise creative solutions to produce and deliver accurate products. He provides strategic supervision on all client projects from initial discovery to final delivery. Joven always works hard to remain fresh, competitive and ahead of the market.

GOVERNMENT EXPERIENCE

15 Years: City of Aliso Viejo, City of Anaheim, City of Carlsbad, City of Costa Mesa, City of Hayward, City of Irvine, City of Long Beach, City of Palo Alto, City of San Buenaventura, City of Santa Monica, John Wayne Airport, Los Angeles County, Los Angeles World Airports, Omnitrans of San Bernardino, Orange County Council of Governments, Orange County Transportation Authority, Sonoma County, Van Nuys Airport

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 1995

EXPERIENCE

07/95 - Present

Chief Creative Officer, Jovenville, LLC/We The Creative, 27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675
Duties: Team leader responsible for strategic and creative direction for all projects and to oversee all work through production and delivery

07/96 - 01/00

Partner, Joken Industries 2814 Lafayette Ave., Newport Beach, CA 92663
Duties: Responsible for creative development, sales and marketing

09/96 - 05/97

Typography Instructor, Cal State University, Fullerton, 800 N. State College Blvd., Fullerton, CA 92831
Duties: Responsible for class structure and nurturing students to become good designers who understand the importance and fundamentals of type

CLUBS / ORGANIZATIONS

AIGA Orange County, Board Member, Vice President of Operations
Orange County Ad Federation, Member

AWARDS

Orange County Ad Club Judges Choice, AIGA OC Design Awards, Best of Show, OCPRSA, Best of Show, and How Magazine Best of Category

JILLIAN MARTINEZ Account Manager (Key Staff)



Jillian works closely with clients and internal teams to best meet client needs. Her responsibilities encompass administration, project tracking, research and handling budgets as well as composing client correspondence, creating presentations and maintaining contact lists.

GOVERNMENT EXPERIENCE

3 Years: City of Lancaster, City of Long Beach, City of Santa Monica, John Wayne Airport, Orange County Transportation Authority, Town of Danville, SunLine Transit Agency and Sonoma County

EDUCATION

Bachelor of Arts Communications: Advertising, California State University, Fullerton, 2017

EXPERIENCE

07/18 - Present

Jovenville, LLC/We The Creative
27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675
Duties: Responsible for client services and traffic for all projects. Works closely with all clients with the ability to understand client needs and get projects done on time and within budget.

10/17 - 05/18

Digital Marketing Specialist, Your Marketing People
200 Spectrum Center Dr Suite 300-B, Irvine, CA 92618
Managed different client accounts on social media, website content, email marketing, SEM campaign creation and copywriting. Managed and assigned tasks to myself and coworkers for clients' projects through Asana and participated in weekly meetings. Created and edited email marketing campaigns through marketing automation tools like Dotmailer, Marketo, and MailChimp. Built social media campaigns, create and manage social media calendars, create content, and edit pictures in Photoshop for clients. Read clients' Google Analytics and Google Ad Words reports.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Suite, Dotmailer, MailChimp, Google Analytics/Adwords, Marketo, Social Media, Microsoft Office

SANDRA CASTRO Project Manager



Sandra combines expertise in project management, supply chain logistics, and international trade to drive efficient solutions. She oversees projects from planning to completion, ensuring accuracy and adaptability in a dynamic global market.

EDUCATION

International Business Administration, Universidad Libre, Barranquilla, Colombia
February 2009 – June 2015

EXPERIENCE

10/24 - Present

Project Manager, Jovenville | Irvine, CA 92612

3349 Michelson Drive, Suite 200, Irvine, CA 92612

Duties: Responsible for graphic design projects from inception to completion. Negotiating and building relationships amongst team members and clients alike.

11/21 - Present

Operations Executive, Virtual Latinos (Remote)

Duties: Meeting Coordination, Hiring Process Management, Software Management, and Administrative Support

10/23 - 06/24

Project Manager, Sabr Construction (Remote)

Duties: Project Management, Document Management, Timeline Development

10/15 - 12/22

Project Manager, Daluca International Hk Limited

Duties: Supply Chain Projects, Product Research and Networking, Factory Visits, Financial Management, Customer Relations

WE THE CREATIVE

KIANA OROZCO Project Manager



Kiana Orozco, with a background in Political Science and Journalism, has honed her skills in developing and executing strategic plans, team management, and delivering top-tier content during her tenure as a Reporter and Audio Specialist at NAZToday and KJack Radio. Equipped with advanced research and writing abilities, she stands out in collaborative management, customer service, and multitasking, showcasing her leadership prowess.

EDUCATION

Political Science and Journalism, Northern Arizona University - Flagstaff, Arizona 2023

EXPERIENCE

03/24 - Present
Jovenville, LLC/We The Creative
27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675
Duties: Responsible for graphic design projects from inception to completion. Negotiating and building relationships amongst team members and clients alike.

01/22- 05/23
Audio and Camera Specialist, NAZToday
Flagstaff, Arizona
Duties: Created newsworthy packages using Adobe software
Effectively managed new students on how to operate audio and cameras during shows

01/22- 05/23
Radio Host / Social Media Manager, KJack Radio
Flagstaff, AZ
Duties: Managed a team of 10 students to create weekly social media content
Collaborated with colleagues on assignments

01/21- 12/21
Director of Public Relations - Alpha Delta Pi Sorority
Flagstaff, AZ
Organized and promoted events that boosted morale and retention
Created engaging content for multiple platforms while upholding the sorority's values
Served as primary liaison between the executive board and active members

WE THE CREATIVE

ANDREA PINA GONZALEZ Project Manager



With over 4 years of experience as a Project Manager, fluent in both Spanish and English, she has a strong ability to leverage technology or create tools to ensure the successful execution of any project. Her multilingual skills and technical expertise have consistently driven results in diverse environments.

EDUCATION

International Business Management Degree, Tecnológico de Monterrey, Campus Santa Fe CDMX, December 2018

EXPERIENCE

03/24 - Present
Jovenville, LLC/We The Creative
27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675
Duties: Responsible for graphic design projects from inception to completion. Negotiating and building relationships amongst team members and clients alike.

08/19 - Present
Logistics Supervisor, BFSI
Duties: Managing customers operations agenda, by supporting Pepsico's beverages export from US to the Caribbean and South America.

8/22- 12/23
Project Manager Sr. Coordinator in PMF
Duties:Project Manage all Quaker's BU needs; executing specific strategies focused on increasing Net Revenue for the entire BU.

01/21 - 07/22
Project Manager, PMF
Duties: Project Manager leading and developing projects that were needed in order to reach solutions to the business needs, such as re-sizing SKUs in the portfolio, innovations (new products) and re-formulations for 3 BU's needs: Gamesa, Quaker and Sonric's.

ANDY RUIZ Creative Director (Key Staff)



Andy works professionally in tandem with his education. He has gained valuable on-the-job practical experience to supplement textbook knowledge with his work on concept-driven branding and marketing campaigns. As a passionate designer, he continues to challenge himself by making visually-compelling designs that are both purposeful and solution-oriented.

GOVERNMENT EXPERIENCE

6 Years: City of Anaheim, City of Costa Mesa, City of Hayward, City of LancasterCity of Long Beach, City of Palo Alto, City of Santa Monica, John Wayne Airport, Los Angeles County, Marin Transit, Orange County Transportation Authority, SunLine Transit Agency, Sonoma County

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 2015

EXPERIENCE

04/15 - Present

Jovenville, LLC/We The Creative, 27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675
Duties: Works closely with design team to carry out designs across a variety of mediums.

04/15 - 06/15

Graphic Design Assistant, CSUF Mihaylo College of Business and Economics
Focused on print-driven projects. Collaborated with lead designer and marketing manager. Work on large college campaigns and projects from concept to design and production.

12/09 - 02/13

Graphic Designer, Komet Creations LLC
Responsible for print projects, consisting of product catalog and ads. Maintained website and designed monthly eblast. Developed and designed plush products. Photographed all product images. Communicated with art directors of major corporations to produce licensed products.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, Acrobat, Indesign, Microsoft Office, Macromedia Dreamweaver, Fireworks, Flash, and Quark Xpress

CLUBS / ORGANIZATIONS

AIGA Orange County, Member

AWARDS

Orange County Ad Club Judges Choice, AIGA OC Design Awards, Best of Show, OCPRSA, Best of Show, and How Magazine Best of Category

WE THE CREATIVE

THIAGO LOPES Graphic Designer



An accomplished graphic designer and illustrator with a Bachelor's degree in Design from Centro Universitário Belas Artes in São Paulo, as well as a specialization in Editorial Design from Senac. With 17 years of experience working on a diverse range of projects, including editorial publishing, brand identities, illustration, website layouts, 2D animation, and online and offline advertising.

EDUCATION

Centro Universitário Belas Artes, Graphic Design
Post Graduate: SENAC, Editorial Design

EXPERIENCE

08/23 - Present

Jovenville, LLC/We The Creative, Graphic Designer
Duties: Delivering branding solutions, visual concepts, illustrations, UI designs, and designs for advertising campaigns, annual reports, and storyboards.

01/22 - 8/23

Estudio Kiwi, Creative Advisor
Duties: Set the creative direction and vision for projects, provide guidance, support, and mentorship to designers, allocate resources, set project timelines

05/23- 10/23

Modular, Ink., Senior Graphic Designer
Duties: Developed visual identities, brand guides, illustrations, newsletters, social media content, annual reports, newspaper ads, and more.

.

WE THE CREATIVE

CECILIA BOLETTA Graphic Designer & Production Artist



Cece is a highly creative and computer-savvy production artist with exceptional design and graphics expertise. With a proven track record of collaborating with numerous clients, she has played a crucial role in delivering successful content design solutions.

EDUCATION

Universidad Blas Pascal, Graphic Design

EXPERIENCE

2022 - Present

Jovenville, LLC/We The Creative, Graphic Designer

Duties: Design and develop collateral materials for print and digital media. Project and production management.

2015 - 2017

Avilasoto Design group, Graphic Designer

Design and develop collateral materials for print and digital media from project inception through completion

WE THE CREATIVE

NAOMI PEARSON Marketing Strategist



Naomi has demonstrated success in identifying marketing opportunities and developing sound and actionable strategies that help companies identify and reach their target audiences through both traditional and digital mediums.

EDUCATION

University of CalgaryUniversity of Calgary
Bachelor of Arts, Communications Bachelor of Arts, Communications, 1994 - 1997

EXPERIENCE

2018 - Present

Naomi Pearson Consulting Co
Duties: Provide research and insight-based approach to brand and marketing strategy development to clients and support plan execution.

2016 - 2017

Deloitte CanadaDeloitte Canada, Calgary, Canada Area
Senior Marketing Manager (1 year contract)

2003 - 2011

Manager, Marketing Communications
ENMAX
Responsible for the development and execution of the marketing strategy and budget with the emphasis on digital, including paid media, CRM strategy, merchandise release calendar, content production and brand partnerships.

SKILLS

A believer in taking the time upfront to research, employ customer insights, and properly plan a strategy, Naomi has developed B2B and B2C brand and marketing strategies for corporations such as Deloitte, ENMAX Energy and Eaton Corporation (Fortune 500) as well as non-profits including ACAD and the Calgary Performing Arts Centre.

She has a passion for helping organizations identify their audiences and communicate their unique stories and differentiators to increase sales, engagement, and client retention. She executes plans with precision and understands the importance of the small details.

ASHLEY PATTERSON Public Relations Strategy / Planning



Ashley Patterson has been a communications consultant for nearly two decades and founded The ACE Agency in 2009. Today destinations, cultural institutions, corporations, non-profits, and communities rely on the agency's uniquely designed media and community outreach campaigns to expand and increase visibility within targeted demographics. Honors and achievements throughout her career include "40 Under 40 Most Successful Entrepreneurs and Executives", "Best Promoter" and "Women to Watch".
Project Duties: Research and discovery, strategy, and PR, media, marketing and advertising planning

EDUCATION

Orange County High School of the Arts and the School of life

EXPERIENCE

2001-Present
The Ace Agency: CEO & Director
221 N. Sycamore Street, Santa Ana, CA 92701
Duties: Staff leadership, business development, strategy and oversight of execution of all programs and campaigns from concept to execution and wrap.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

JOVENVILLE, LLC DBA WE THE CREATIVE

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
JOVENVILLE, LLC DBA WE THE CREATIVE

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 JOVENVILLE, LLC, a California limited liability company, DBA WE THE CREATIVE ("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 Two Thousand Seven Hundred Forty-Five Dollars and Thirty Cents ($102,745.30) (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:

Joven Orozco	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 Christopher Palmer, Economic Development Manager, 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 by City therefor.

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:

JOVENVILLE, LLC, a California limited liability company, DBA WE THE CREATIVE

By:_____
Name: Joven Orozco
Title: President

By:_____
Name:
Title:
Address: 3349 Michelson Drive, Suite 200
Irvine, CA 92612

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:

Provide services to develop a comprehensive economic development marketing plan to position the City as a competitive destination for businesses, developers, site selectors, event organizers, and tourists by leveraging the City's strategic location, robust infrastructure, cultural diversity, and business-friendly environment.

The strategy will be aligned with the objectives of the Economic Development Strategic Plan and Carson 2040 General Plan. It will include targeted audience segmentation with compelling messaging, an integrated marketing approach using traditional and digital marketing platforms, and a detailed implementation plan encompassing tactics, timelines, and key performance indicators.

The plan will also emphasize the City's role as a sports and entertainment hub in anticipation of the LA 2028 Olympic Games and provide adaptable creative templates and collateral for ongoing use. Through stakeholder engagement, research, and best practices, Consultant will deliver a data-driven, actionable, and measurable plan that supports sustained business growth, tourism, and community vitality.

A. Phase One (1): Discovery – Foundation of the entire project

1. Job forecasting and project management and upload project website
2. Research to gain understanding of the target market and needs
3. Audit current marketing, branding, source information and ideas provided by City
4. Gather content, assets, etc.
5. Board storming (9-12 boards)

B. Phase Two (2): Design – Design criteria guide for the project toward achieving its goals

1. Establish design direction to best represent the City's goal
2. Approve strategy (as needed)
3. Round 1 – Three (3) design directions (pre-determined tactics TBD)
   (a) Concepts via rough composites
4. Round 2 – One (1) composite with City revisions and suggestions

(a) Obtain 100% of the assets (photography, copywriting, etc) needed to proceed

5. Round 3 – One (1) tight composite with City revisions and suggestions

(a) All predetermined tactics are flushed out

6. One collective revision per round of the chosen design and direction

C. Phase Three (3): Development – Where concept and design become a reality

1. Prepare final artwork and verify accuracy for each project

2. Photo retouch, copyedit, prepare files for print and/or digital uses

3. Present final proof for sign-off via the project website or in person

D. Phase Four (4): Delivery – Project delivery meeting goals and approved direction

1. Develop proofs in the format specified for each project assigned

2. Develop detailed printing specifications allowing printers and other vendors to understand the entire scope of the job and provide a responsive quote

3. Submit final electronic artwork to the selected printer or vendor

4. Wrap up the project with the submission of final project files, reports and invoices

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to City, including a comprehensive, user-friendly, actionable economic development marketing strategy ready for immediate implementation:

A. Research Summary Report

B. Stakeholder Engagement Summary

C. Economic Development Marketing Strategy

D. Implementation Plan

E. Creative Assets and Materials to Support Marketing Initiatives

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 requested by the 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. Joven Orozdco, President

B. Jillian Martinez, Account Manager

C. Kiana Orozco, Project Manager

D. Andy Ruiz, Creative Director

E. Thiago Lopes, Graphic Designer

F. Cecilia Boletta, Production Artist

G. Dave Roe, Media Buyer

H. Approved Subconsultants:

1. Naomi Pearson, Subconsultant, Naomi Pearson Consulting Co., Marketing and Brand Strategy

2. Ashley Patterson, Subconsultant, The Ace Agency, Public Relations/Social

3. Ian Cabrera, Subconsultant, Photo and Video

4. Julie Bos, Subconsultant, Copywriter

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

"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"). ***City may, in its sole discretion, elect to exercise the Optional Phase 4-Implementation Phase, and extend the Term of this Agreement for one (1) additional one-year term ("Extension Term"), at a not to exceed amount of $17,111 for the Extension Term.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Classification	Hourly Rate	Estimated Hours				Estimated Costs [Hours * Rate]			
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 1	Phase 2	Phase 3	Phase 4
Project Manager	$88.33	60	80	120		$5,299.80	$7,066.40	$10,599.60	
Marketing Strategist (Subconsultant)	$142.26	40				$5,690.40			
Creative Director	$170.93	15	35			$2,563.95	$5,982.55		
Art Director	$122.45		120	200			$14,694.00	$24,490.00	
Graphic Designer	$95.40			100	60			$9,540.00	$5,724.00
PR/Social (Subconsultant)	$113.15			60				$6,789.00	
Photo/Video (Subconsultant)	$128.98			40				$5,159.20	
Account Coordinator	$124.15				40				$4,966.00
Media Buyer	$132.86				30				$3,985.80
Copywriter (Subconsultant)	$121.76		40		20		$4,870.40		$2,435.20
Total Per Phase:						**$13,554.15**	**$32,613.35**	**$56,577.80**	**$17,111.00**
Total Phases 1 through 3						$102,745.30			
Total Optional Phase 4						$17,111.00			
Total Cost:						$119,856.30			

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 $102,745.30 as provided in Section 2.1 of this Agreement.

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

EXHIBIT C-1

CONSULTANT'S BILLING RATES

Classification	Hourly Rate
Project Manager	$88.33
Marketing Strategist	$142.26
Creative Director	$170.93
Art Director	$122.45
Graphic Designer	$95.40
Public Relations/Social	$113.15
Photo/Video	$128.98
Account Coordinator	$124.15
Media Buyer	$132.86
Copywriter	$121.76
President	$212.89

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Phase	Tasks / Activities	Duration
Phase I: Research & Discovery	- Conduct Strategic Baseline Review (scan current & past marketing, digital presence, branding) - Review EDSP, Carson 2040, and related documents - Stakeholder Engagement (town halls, interviews, focus groups, surveys) - Data analysis (demographic, workforce, economic, tourism, real estate trends)	6–8 weeks
Phase II: ED Marketing Strategy	- Define target audience profiles - Message development (taglines, positioning, key messages) - Channel strategy mapping (web, social, trade shows, publications, newsletters, etc.) - Implementation Plan (tactics, timelines, KPIs, resourcing) - Olympics Integration (Carson positioning for LA 2028) - Monitoring & Evaluation framework (tools & processes for ongoing performance tracking)	8–10 weeks
Phase III: Creative Assets & Collateral	- Develop templates & multipurpose graphics (newsletters, social posts, website visuals, fact sheets, flyers, ads) - Ensure assets are adaptable and future-proof - Prepare and deliver files in editable, print-ready, and web-optimized formats	6–7 weeks
Optional Phase: Implementation Support	- Assist with rollout of ED Marketing Strategy - Provide staff training & campaign execution support - Monitor KPIs and adjust tactics as needed	Ongoing (as negotiated)

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

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-036 – ECONOMIC DEVELOPMENT MARKETING STRATEGY*

BID OPENING DATE: *08-21-25* **TIME:** *9:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Allegra Consulting	Suzanne Madison	8/20/25 5:15 pm			
2.	Black Dog Designs	Jesse Tyre	8/19/25 7:22 am.			
3.	Candid LLC	Sara Freetly	8/21/25 8:33 am.			
4.	Capstone Public Affairs	Jared Asch	8/19/25 8:02 pm.			
5.	Charles Communication Group	Shawna Charles	8/20/25 9:15 pm.			
6.	Commune Communication ~~Group~~ Corp	Ryan La Rosa	8/19/25 4:35 pm.			
7.	CV Strategies	Nicole Licalsi	8/21/25 8:59 am			
8.	Direct Point Advisors	Jonathan Hastings	8/21/25 8:19 am.			
9.	Elite Creatif	Robin Singh	8/20/25 8:41 pm.			
10.	In House Strategy	Michael Erkelens	8/20/25 11:53 pm			
11.	Joy Riot LLC	Jessica McCarthy	8/15/25 1:33 P.M			
12.	JPW Communications Inc.	Jenny Windle	8/20/25 6:27 am.			

Opened By:_____ _____
Print Legibly Initials

Staff Present:_____ _____
Print Legibly Initials

City Clerk:_____
Signature

PlanetBids Opened By:_____ _____
Print Legibly Initials

CITY OF CARSON
BID REGISTER

13.	Lee Andrews Group	Stephanie Graves	8/			
14.	Redwood Resources	Shenae Rourk	8/20/			
15.	Streetsense Consulting	Katheryn Bram	8/			
16.	The Abbi Agency	Ty Winitaker	8/			
17.	Tripepi Smith and Associates Inc	Ryder Todd Smith	8/			
18.	We the Creative	Joven Orozco	8/			
19.	Working Arts Marketing Inc	Frederic Martin	8/21			
20.						
21.						
22.						
23.						
24.						
25.						
26.						
27.						

Opened By: Melissa Figueroa (Print Legibly) MF (Initials)

Staff Present: Christopher Palmer (Print Legibly) (Initials)

City Clerk: (Signature)

PlanetBids Opened By: Josilla Tagiola (Print Legibly) (Initials)

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 33.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER AWARDING A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP OF WATSONVILLE CA, FOR THE PURCHASE OF TWO NEW 2026 FORD SUPER DUTY F-550 XL REGULAR CAB GRAFFITI TRUCKS FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

Public Works is requesting City Council's approval for the purchase of two (2) new 2026 Ford Super Duty F-550 regular cab graffiti trucks from National Auto Fleet Group of Watsonville CA, in an amount not to exceed $373,523.30, including tax and up-fitting to support the city's enhanced graffiti removal program.

II. RECOMMENDATION

AWARD and APPROVE the Purchase Order to National Auto Fleet Group of Watsonville CA, for the purchase of two (2) 2026 Ford Super Duty F-550 regular cab graffiti trucks for $373,523.30.

III. ALTERNATIVES

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

IV. BACKGROUND

The City currently operates two (2) graffiti abatement trucks, which are used by the Public Works department to identify and remove graffiti throughout the city. These trucks have been instrumental in maintaining the cleanliness and visual appeal of our neighborhoods, parks, and public spaces.

In recent months, the volume and frequency of graffiti incidences have increased, requiring a faster response time and expanded coverage. In response, staff has developed a plan to double the current graffiti removal capacity by adding two additional graffiti trucks to the city's fleet.

The proposed purchase of two (2) 2026 Ford F-550 super duty regular cap graffiti trucks- custom outfitted with heated pressure washing systems, paint sprayers, chemical tanks, and other necessary equipment-will significantly enhance the city's ability to respond quickly and effectively to graffiti related complaints.

These trucks are designed specifically for urban graffiti removal and will be integrated into the city's existing graffiti abatement program. With four (4) trucks operating citywide, response times will be reduced, and the city will be better positioned to meet its goals of eliminating all graffiti within city limits in a timely and consistent manner.

Section 2611(g) of the City's Municipal Code ("CMC") allows the City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the participating entity or association's contract is current, the solicitation is within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing, or written justification is provided justifying use of an older solicitation. The City Council has made a determination that the benefits to the City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

Sourcewell is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Sourcewell contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Each solicitation and RFP contain language, which includes all qualified customers in all fifty states. Sourcewell contract purchasing solutions are reviewed by the Sourcewell Board of Directors and awarded on the members' behalf. The City of Carson (ID# 38521) is a member of Sourcewell.

National Auto Fleet Group is a member of the Sourcewell cooperative purchasing agency and contract #091521-NAF will be used for this Purchase (Exhibit 1). The total amount for the two (2) new 2026 Ford Super Duty F-550 regular cab graffiti trucks is $373,523.30.

The City's Purchasing Manager has waived the formal bidding process for purchase of the vehicles as permitted under Section 2611(g) of the CMC (Exhibit 3). Finally, it should also be noted that Section 2606(b)(ii) of the CMC requires the City to enter into a contract for purchases of any personal property, including materials, supplies and equipment, of $75,000 or more over a fiscal year, unless the Purchasing Manager waives this requirement. The Purchasing Manager has waived such contract requirement for purchase of the two (2) new 2026 Ford Super Duty F-550 regular cab graffiti trucks (Exhibit 3).

V. FISCAL IMPACT

The total cost of the purchase and outfitting of both trucks is $373,523.30. If approved, funding for this acquisition is available in the adopted fiscal year 2025-26 budget within Graffiti Abatement Equipment account no. 101-80-840-109-8004.

VI. EXHIBITS

1. National Auto Fleet Group Sourcewell Contract
2. NAFG Quote
3. Purchasing Waiver - NAFG

Attachments

National Auto Fleet Group Sourcewell Contract

NAFG Quote

Purchasing Waiver - NAFG

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

By: DocuSigned by: Jesse Cooper FACBB5730C1E467...

Jesse Cooper

Title: Fleet Manager

Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/4/2021 | 1:34 PM CDT

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.	*
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.	*
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.	*
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as “A” - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the “Related Certification” section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File “All 15 Manufactures”.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer’s restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM’s warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member’s vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called “NCL Sample Lease” in the “Member Walk Through” Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group’s transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

Docusign Envelope ID: F41490C1-FB2A-419C-A8ED-E30F112537A3

AMENDMENT #1
TO
CONTRACT # 091521-NAF

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **72 Hour LLC dba: National Auto Fleet Group** (Supplier).

Sourcewell awarded a contract to Supplier to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to Sourcewell and its Participating Entities, effective November 4, 2021, through November 8, 2025 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 28 of "Table 6: Ability to Sell and Deliver Service" of the Proposal is modified to add the following:

> **"For Tesla and Mullen vehicles, the Participating Entity will work directly with Supplier when ordering the vehicle. Once a purchase order is issued and received by Supplier, Supplier will work with the appropriate Tesla or Mullen representative to process the order and deliver the vehicle directly to the Participating Entity. All necessary paperwork will be handled directly between the Participating Entity and Supplier."**

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/21/2025 | 4:19 PM CST

72 Hour LLC
dba: National Auto Fleet Group

By: Signed by: James Cooper FACBB5730C1E467...
Jesse Cooper, Fleet Manager

Date: 2/21/2025 | 2:34 PM CST

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/18/2025
7/1/2025 Re-Configured

Quote ID: **32255 R1**

Mr Fred Loza
City of Carson

18620 S Broadway Carson

Carson, California, 90248

Dear Fred Loza,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2026 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, Roadline Products Inc U.S.A Graffiti Truck) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	$60,155.00	$58,555.57	2.659 %	$117,111.14	$3,198.86
Roadline Products Inc U.S.A		$110,450.00		$220,900.00	
Graffiti Truck					
Tax (10.5000 %)		$17,745.58		$35,491.16	
Tire fee		$10.50		$21.00	
Total		$186,761.65		$373,523.30	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias

Fleet Department
Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590

Vehicle Configuration Options

ENGINE	
Code	**Description**
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X48	4.88 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
18B	Platform Running Boards
153	Front License Plate Bracket
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
OPTION PACKAGE	
Code	**Description**
660A	Order Code 660A

2026 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2026 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F5G	2026 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA	$56,895.00
	OPTIONS	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	$0.00
X48	4.88 Axle Ratio, (STD)	$0.00
18B	Platform Running Boards	$320.00
153	Front License Plate Bracket	$0.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	$515.00
76C	Exterior Backup Alarm (Pre-Installed)	$230.00
660A	Order Code 660A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$57,960.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,195.00
TOTAL PRICE	**$60,155.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and trail and transmission power take-off provision (STD)
4.88 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
190 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
11310# Maximum Payload
GVWR: 18,000 lbs Payload Package
HD Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 Communication & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering

Smart Device Remote Engine Start
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for 1-year from warranty start date, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, To activate the 1-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: National Auto Fleet Group **Vendor:** National Auto Fleet Group

Contract #: 091521-NAF **Solicitation #:** RFP# 091521

Contract Effective Date: 11/04/21 **Contract Expiration:** 11/08/2025

Specify the purchase details:

Amount: $373,523.30 **Vendor:** National Auto Fleet Group

Written justification/description of purchase:

Two (2) New/Unused (2026 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, Roadline Products Inc U.S.A Graffiti Truck) and delivered to specified location, including outfitting. Reference quote #32255 R1.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature:

Date: 7/14/2025

Purchasing:

07/14/2025

Name/Title: Dr. Arlington Rodgers Jr, Public Works Direct

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 34.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVING AMENDMENT NO. 9 TO THE CONTRACT SERVICES AGREEMENT WITH JOHN M. CRUIKSHANK CONSULTANTS INC., TO PROVIDE ON-CALL ENGINEERING SERVICES TO THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION AND ADOPT RESOLUTION 25-088, 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

The City of Carson retained the services of On-Call Engineering firm, John M. Cruikshank Consultants Inc. (JMC2), to assist the Public Works Department in developing the necessary plans, specifications, and estimates for the City's Capital Improvement Program (CIP) projects. The existing contract with JMC2 to provide professional services has an amount not-to-exceed $950,000 with the term ending June 30, 2026.

It was concluded that the existing amount budgeted for JMC2 is insufficient to meet the resource needs and timetable of projects, particularly for Project No. 1490: Dominguez Channel Bike Path Phase I, and Project No. 1600: Dominguez Channel Bike Path Phase II, due to complex structural design elements and scope of work changes per City and LA County requirements. Staff is requesting additional allocations to allow the City to utilize their services to remain timely with the design completion and grant obligations.

The recommendations, if adopted, would amend contract provisions for JMC2 to increase the total compensation from $950,000 to $1,300,000, and extend the term by one (1) additional year until June 30, 2027.

II. RECOMMENDATION

1. APPROVE Amendment No. 9 to the On-Call Consultant Agreement with JMC2 to provide On-Call Engineering Professional Services increasing the contract by $350,000.00 for a new not-to-exceed amount of $1,300,000 and extending the term by one (1) additional year until June 30, 2027. (Exhibit No. 1).
2. AUTHORIZE the Mayor to execute Amendment No. 9 to the On-Call Consultant Agreement with JMC2 following approval as to form by the City Attorney.
3. ADOPT Resolution 25-088, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS." (Exhibit No. 2)

III. ALTERNATIVES

1. DO NOT APPROVE proposed Amendment No. 9 to the contract, however, this will limit the consultant's ability to complete the tasks assigned.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The City's 5-Year CIP was approved by the City Council on June 17, 2025. The Public Works Department is responsible for studies, as well as design and construction of all public works projects, including those that are grant funded. The City entered into a Professional Service Agreement with the City's on-call consultant JMC2 on April 26, 2019 to provide engineering design and construction support services for Project No. 1490 and Project No. 1600. Since that time, the contract has been amended eight times to address changes in project requirements, scheduling, and coordination with other agencies. The use of consultants is not in lieu of using full-time employees, but rather these consultants are utilized to enhance the capacity of the current staff beyond what is typically needed, particularly for larger projects that tend to be beyond the scope of internal staff's capacity. Supplementing staff this way enables the city to complete many more projects in a timely manner and meet grant deadlines.

On November 21, 2023, the City Council approved Amendment No. 7 to the existing On-Call Consultant Agreement with JMC2, increasing the not-to-exceed amount to $950,0000 and extending the term of the agreement until June 30, 2025. As the project has progressed into design phase, several unforeseen circumstances have necessitated additional work not originally anticipated. It was determined that the amount of time needed to complete the tasks assigned was insufficient and on January 21, 2025, a one (1) year term extension, to June 30, 2026, was added in Amendment No. 8.

The proposed amendment would amend contract provisions for JMC2 as follows: total compensation would be increased from $950,000 to $1,300,000 to provide On-Call Engineering Professional Services and the term would be extended by one (1) year until June 30, 2027.

Accordingly, staff is seeking City Council approval for the proposed Amendment to allow staff to continue to utilize the services of JMC2 and allow them to complete the assigned tasks and projects.

The City's Municipal Code Section 2611(m)(2) requires that any amendment to a City Council approved contract that exceeds $75,000 be re-solicited unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order. The additional services qualify as a change order because they concern a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. It is a change to the scope of work because it is not included in the Scope of Services and it is borne out of the original Scope of Services because the nature of services is similar to the original scope, and at the time the parties entered into the Agreement the additional services were reasonably unforeseeable.

V. FISCAL IMPACT

If the proposed amendment is approved, the JMC2 contract will be increased by an additional $350,000.00 for a new total not-to-exceed contract amount of $1,300,000.00.

JMC2 is providing professional services for the two Dominguez Bike path projects (PW 1490 and PW 1600). The work associated with the proposed amendment is also solely for the two Bike Path projects. Both projects were awarded grants from Metro and therefore the requested amendment will primarily be funded via reimbursable Metro grant with a 6% required local match from City funds.

The requested three hundred and fifty thousand dollars ($350,000.00) for the proposed JMC2 contract amendment will utilize funds in the amount of $21,000.00 currently allocated in the adopted FY 25/26 budget in engineering professional services account 101-80-820-100-6004.

The remaining $329,000.00 will will be funded via the Metro reimbursable grant account 287-80-820-904-8019 per Resolution 25-088.

VI. EXHIBITS

1. John M. Cruikshank Consultants Inc. Contract Amendment No. 9
2. Resolution No. 25-088

Attachments

Exhibit 1 - John M. Cruikshank Consultants Inc. Contract Amendment No. 9

Exhibit 2 - Resolution No. 25-088

AMENDMENT NO. 9

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 9") by and between the City of Carson, a California municipal corporation ("City") and John M. Cruikshank Consultants, Inc., a California corporation dba JMC2 ("Consultant") is effective as of the 2nd day of September, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated April 2, 2019 ("Agreement") whereby Consultant agreed to provide On-Call Engineering Services, inclusive of preparation of design plans for various City projects.

B. City and Consultant amended the Agreement on April 26, 2019 ("Amendment No. 1") to decrease the Contract Sum from Five Hundred Thousand Dollars ($500,000.00) to Two Hundred Fifty Thousand Dollars ($250,000.00).

C. City and Consultant amended the Agreement on October 6, 2020 ("Amendment No. 2") to increase the Contract Sum from Two Hundred Fifty Thousand Dollars ($250,000.00) to Seven Hundred Fifty Thousand Dollars ($750,000.00), and to extend the term by one (1) additional year to June 30, 2022.

D. City and Consultant amended the Agreement on February 1, 2022 ("Amendment No. 3") to increase the Contract Sum from Seven Hundred Fifty Thousand Dollars ($750,000.00) to Eight Hundred Fifty Thousand Dollars ($850,000.00), and to extend the term by two (2) additional months until August 30, 2022.

E. City and Consultant amended the Agreement on June 21, 2022 ("Amendment No. 4") to extend the term by four (4) months until December 30, 2022.

F. City and Consultant amended the Agreement on November 15, 2022 ("Amendment No. 5") to extend the term by six (6) months until June 30, 2023.

G. City and Consultant amended the Agreement on May 16, 2023 ("Amendment No. 6") to extend the term by one (1) year until June 30, 2024.

H. City and Consultant amended the Agreement on November 21, 2023 ("Amendment No. 7") to increase the Contract Sum from Eight Hundred Fifty Thousand Dollars ($850,000.00) to Nine Hundred Fifty Thousand Dollars ($950,000.00), and to extend the term by one (1) year until June 30, 2025.

I. City and Consultant amended the Agreement on January 21, 2025 ("Amendment No. 8") to extend the term by one (1) additional year to June 30, 2026.

J. City and Consultant now desire to again amend the Agreement to increase the

Contract Sum from $950,000 to $1,300,000 to allow Consultant to continue services related to several unforeseen circumstances that have necessitated additional work not originally anticipated ("Additional Services") and to extend the term by one (1) additional year to June 30, 2027 (by virtue of amending the Performance Schedule) to provide Consultant additional time to complete such services.

K. Section 2611(m)(2) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

L. The Additional Services qualify as a change order because they concern a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. It is a change to the scope of work because it is not included in the Scope of Services and it is borne out of the original Scope of Services because the nature of services is similar to the original scope, and at the time the Parties entered into the Agreement the Additional Services were reasonably unforeseeable.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1, "Contract Sum," of this Agreement is hereby amended to read in its entirety 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 ~~Nine Hundred Fifty Thousand Dollars ($950,000)~~ ***One-Million Three-Hundred Thousand Dollars ($1,300,000) (***the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. Section IX, Exhibit "C," "Schedule of Compensation," of the Agreement, is hereby amended to read in its entirety as follows:

> "The total compensation for the Services shall not exceed $***1,300,000*** ~~950,000~~ for the term of this Agreement, as provided in Section 2.1 of this Agreement, and as amended in Exhibit B."

C. Section I, Exhibit "D," "Schedule of Performance," of the Agreement is hereby amended to read in its entirety as follows:

> "From April 2, 2019 through ~~June 30, 2026~~ ***June 30, 2027***, Consultant shall provide Services on an on-call basis as set forth in Exhibit A."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 9, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7 and Amendment No. 8 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 9, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 9, Amendment No. 8, Amendment No. 7, Amendment No. 6, Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

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, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7 and Amendment No. 8. 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, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 Amendment No. 7, Amendment No. 8 and this Amendment No. 9, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 9, 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 No. 9, 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 No. 9.

5. Authority. The persons executing this Amendment No. 9 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. 9 on behalf of said party, (iii) by so executing this Amendment No. 9, such party is formally bound to the provisions of this Amendment No. 9, and (iv) the entering into this Amendment No. 9 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 9 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:

JOHN M. CRUIKSHANK CONSULTANTS, INC.

By:_____
Name: John M. Cruikshank
Title: President & CEO

By:_____
Name: Jennifer Cruikshank
Title: Chief Financial Officer
Address: 411 N. Harbor Blvd., Suite 201
San Pedro, CA 90731

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

RESOLUTION NO. 25-088

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 has been awarded two LACMTA Net-Toll grants in the amount of $1,259,000.00 and $1,299,478.00 for Capital Improvement Projects PW1490 and PW1600 - Dominguez Bike Path, respectively.; and

WHEREAS, the City is required to contribute local match amounts of $81,000 and $30,000 for the two grants.

WHEREAS, it is desired to increase the project expenditure account to include the grant and local match funds; and

WHEREAS, the City Council has determined it necessary to amend the FY2025-26 General Fund budget and Special Revenue Funds budget.

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 to increase the project expenditure accounts by the LACMTA grant funds

Account	Description	Increase/(Decrease)
287-80-820-904-8019-PW1490	CIP - Bikeways	$164,500.00
287-80-820-904-8019-PW1600	CIP - Bikeways	$164,500.00

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 September 2, 2025 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 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. 25-088 adopted by the City of Carson City Council at its meeting held on September 2, 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, September 2, 2025, 5:00 PM

CONSENT 35.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH AYCE CONSULTING ENGINEERS, INC. TO PROVIDE DESIGN SERVICES TO PREPARE THE PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR UNIVERSITY DRIVE STREET IMPROVEMENT FROM AVALON BLVD TO WILMINGTON AVENUE - PROJECT NO. 1753 [FEDERAL AID PROJECT NO. STPL-5403(033)] (CITY COUNCIL)

I. SUMMARY

The City of Carson was awarded a Regional Surface Transportation Block Grant Program (STPL) to rehabilitate the existing asphalt pavement and concrete infrastructure on University Drive between Avalon Boulevard and Wilmington Avenue (Exhibit No.1). This grant provides federal funds totaling $150,000.00, and requires local matching funds in the amount of $17,000.00 for the design services to prepare plans, specifications, and estimates (PS&E) for University Drive Street Improvement Project between Avalon Boulevard and Wilmington Avenue.

A Request for Proposals (RFP) was issued on March 27, 2025 and responses were due on April 28, 2025. Two conforming proposals were submitted and AYCE Consulting Engineers, Inc. was the top ranked firm. A contract was prepared and is provided as an attachment (Exhibit No. 2), for a not-to-exceed amount of $230,263.00.

The Caltrans Local Assistance Procedures Manual (LAPM) provides fiscal and federal provisions that are required in all federal aid funded contracts and the City's standard form contract was amended significantly to adhere to these requirements.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Contract Services Agreement with AYCE Consulting Engineers, Inc. for the preparation of construction plans, specifications, and estimates for Project No. 1753 [Federal Aid Project No. STPL-5403(033)], for a negotiated fee of not-to-exceed $230,263.00.
2. AUTHORIZE the Mayor to execute the contract following approval as to form by the City Attorney.
3. ADOPT Resolution 25-098, "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

1. DO NOT APPROVE the Contract Services Agreement with AYCE Consulting Engineers, Inc.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1753 University Dr. Improvement from Avalon to Wilmington Ave. will rehabilitate the existing asphalt pavement and repair concrete infrastructure such as curb and gutter, driveways, and curb ramps at University Drive between Avalon Boulevard and Wilmington Avenue. Both the design and construction phase of the project are primarily funded by a federal grant that is administered by Caltrans.

Staff solicited proposals from qualified firms to provide the necessary professional engineering services. Two firms submitted proposals which staff screened, reviewed, evaluated, and scored using the selection criteria required under the LAPM.

Implementing the Brooks Act (40 USC, Section 1104), the LAPM requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

The evaluations and rankings for Project No. 1753 were performed in accordance with the LAPM, as described above, without regard to the consultant fee.

The proposals were ranked as follows:

Ranking	Consultant/Firm Name	Location
1	AYCE Consulting Engineers, Inc.	Santa Ana, CA
2	IDS Group	Irvine, CA

Staff determined that AYCE Consulting Engineers, Inc. was the most knowledgeable, qualified, competent, and responsive firm. Its proposed cost is also fair and reasonable. The contract sum of $230,263.00 set forth in the proposed contract has already been negotiated down by City staff and AYCE from the $774,309.34 amount contained in AYCE's original cost proposal.

AYCE Consulting Engineers, Inc. will have four months from the Notice to Proceed (NTP) to complete the plans, specifications and estimates (PS&E). CL Surveying & Mapping, Inc., and Ninyo & Moore, Inc. are sub consultants to AYCE Consulting Engineers, Inc., and they will perform the associated topographic survey, soil investigation, pavement design and recommendations.

In addition to the typical engineering work that occurs on roadway projects (project management/administration and preparation of the plans, specifications, and estimates (PS&Es), AYCE Consulting Engineers, Inc. will provide construction support services on a Time and Material basis.

The completed and anticipated timeline for this project is as follows:

Release RFP	Complete

Evaluate Technical Proposals	Complete
Award Consultant Contract	September 2, 2025
Issue PO / Notice to Proceed	September 2025
Complete PS&Es	Four months from the Notice to Proceed
Caltrans ROW Certification & Arrange for material testing (if needed)	December 2025
Caltrans issuance of authorization to proceed with construction (E-76)	December 2025
City Council Approval of PS&E	January 2026
Advertise for Construction Bids	February 2026
City Council Award of Construction Contract	April 2026
Construction	May - September 2026
Accept Project as Complete / Project Close-out	October 2026

V. FISCAL IMPACT

The proposed contract is for a not-to exceed amount $230,263.00. A Program Supplement Agreement with Caltrans was previously executed and provides the mechanism for the City of Carson to be reimbursed by Caltrans for an amount not-to exceed $150,000.00. (Exhibit No. 3).

If approved by council, funds totaling $150,000.00 are allocated in the adopted FY 25-26 budget from Account No. 220-80-820-904-8009. The remaining funds of $80,263.00, including the required local match of $17,000.00, will be allocated to the project using Community Facilities District (CFD) funds within CFD account 291-80-820-904-8009 per Resolution 25-098 (Exhibit No. 4).

VI. EXHIBITS

1. Location Map
2. Contract Services Agreement with AYCE Consulting Engineers, Inc.
3. Caltrans Program Supplement Agreement
4. Resolution 25-098

Attachments

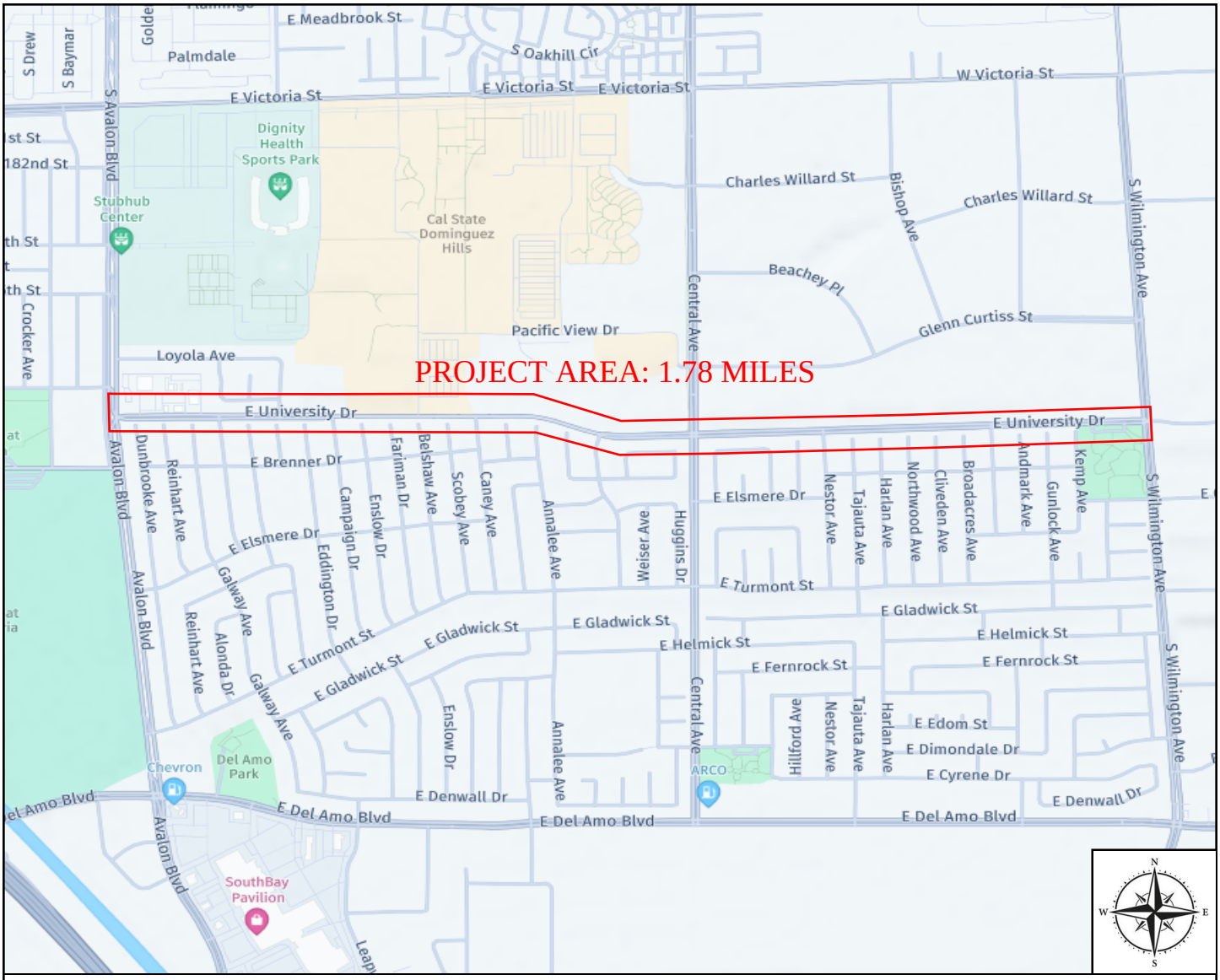
Exhibit No. 1 - Location Map

Exhibit No. 2 - Contract Services Agreement with AYCE Consulting Engineers, Inc.

Exhibit No. 3 - Caltrans Program Supplement Agreement

Exhibit No. 4 - Resolution 25-098

CITY OF CARSON



Subject: Street Improvement Design Service Agreement
Board: City Council Regular Meeting
Date: Tuesday, September 2, 2025, 5:00 PM
Agenda Group: Consent
Department: Public Works
Division: Engineering

Location Map
Project No. 1753 - Federal Aid Project No. STPL-5403(033)
University Drive Street Improvement, Avalon Blvd to Wilmington Ave

Exhibit No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

AYCE CONSULTING ENGINEERS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
AYCE CONSULTING ENGINEERS, 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 AYCE CONSULTING ENGINEERS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Thirty Thousand Two Hundred Sixty Three Dollars and Twenty Three Cents ($230,263.23)** (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:

David Woo	Project 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 Gilbert Marquez, City Engineer, 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:

AYCE CONSULTING ENGINEERS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 930 E Santa Ana Blvd.
Santa Ana, CA 92701

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:

Provide all services to prepare the Plans, Specifications, and Estimates (PS&E) for City's Public Works Project No. 1753 University Street from Avalon Boulevard to Wilmington Avenue. All services are to be completed following the Caltrans Local Assistance Procedures Manual (LAPM).

Specifically, Consultant will complete the following tasks:

A. Project Administration (Design) – The City will conduct all project administration and management tasks.

1. The Consultant team will assist the City's team by providing fiscal oversight and technical assistance with grant guidelines compliance, submitting invoices to the City for work performed, and preparing progress reports on the project to submit to Caltrans. The City of Carson will serve as the design contract manager and direct liaison between the Consultant and Caltrans District #7 Division of Local Assistance. The Consultant shall be responsible for engineering design activities throughout the life of the contract and the scope of activities includes but is not limited to:

   (a) Follow the local assistance procedures manual (LAPM) and submit all forms, reports, notifications, and any document required by Caltrans or local agency to comply with the local assistance procedure manual.

   (b) Manage project tasks, timelines, and deliverables.

   (c) Maintain regular communication between project team.

   (d) Provide all required schedules and deliverables for design phase.

   (e) Prepare and submit monthly invoices to the City consistent with the grant requirements and City of Carson requirements.

   (f) Consultant shall sign all plans, specifications, and estimates (PS&E) and engineering data furnished under the Agreement, including registration number.

   (g) Consultant to prepare a monthly progress report, which includes accomplished tasks for the month, anticipated progress for the next month, pending issues and actions, and updated schedule along with other necessary supporting data will be attached. Project schedules will be updated itemizing all activities and subtasks to support project milestones for City's review.

B. Preliminary Engineering Studies

1. The Consultant shall review the proposed project in relation to effectiveness and estimated construction costs.

2. Develop general project scope of work and design concepts and related activities needed to establish the parameters for final design.

3. Recommend a final project concept based on available budget and priority repair items.

C. Surveys and Mapping – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance.

D. Environmental Studies and Documentation – Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA document. City of Carson staff will prepare the CEQA document.

E. Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements.

1. Review all utility record and "as built" drawings for all underground utilities for any conflicts with proposed design. Interface with other agencies as necessary.

2. Prepare utility notices and coordinate all work. Consultant must provide proof of notices.

F. Design – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the City of Carson at 60%, 90%, and final contract documents. All design, plans, estimates, reports, calculations, testing, shall be done according to the requirements per the Caltrans Local Assistance Procedures Manual (LAPM).

1. Prepare reproducible final construction plans on the City of Carson title blocks. All construction shall be per City of Carson standards, unless indicated differently on the plans.

2. PS&E shall be submitted to the City of Carson at 60%, 90%, and final contract documents.

3. Answer all questions during project design, provide technical advice, and request for information throughout the construction phase.

4. Final CAD plan files, specifications and cost estimate shall be sent to the City. All final CAD plan files shall become the property of the City and may be used subsequently by the City or its assignee without additional compensation to the Consultant.

5. Consultant must provide total quantities of improvement work and a subtotal breakdown on each page of the design plans.

6. Consultant to submit calculation package for all design work.

7. The City of Carson will provide template documents for bid package. Consultant to prepare bid schedule, special provisions, and technical provisions, as required by City of Carson. Consultant to prepare bid package for advertisement.

8. All design to comply with latest ADA requirements.

G. Bid Process – Provide an electronic copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. City of Carson will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City of Carson as necessary.

1. Interpret PS&E during the bidding process.

2. Provide responses to questions during the bidding process.

H. Construction Support Services

1. Attend pre-construction meetings to answer technical questions.

2. Answer all questions and request for information throughout the construction phase.

3. Visit construction site as needed.

4. Provide "as built" plans 30 calendar days after project completion.

5. Review contractor submittals for materials and respond within 72 hours of receipt of each submittal.

6. Respond to contractor's Requests for Information (RFI) within 72 hours of receipt of each RFI.

7. Participate in one walk-through final check of the project to assure the work is in substantial conformance with the approved construction documents and that the work is completed as intended.

8. Punch List review for multiple phases of project including but not limited to concrete work and pavement.

I. Available Information - Substructure maps showing underground utilities are available from Los Angeles County Public Works (https://pw.lacounty.gov/mpm/substructure/). The Consultant is responsible for verifying underground utilities shown in the substructure maps including conducting field observations to make sure there are no conflicts with proposed design work. The City of Carson does not have any as built plans on record for previous street or sidewalk improvements on University Drive between Avalon Boulevard and Wilmington Avenue.

J. The City will:

1. Review and comment upon calculations, plans, specifications, and details within 2 weeks for review/comment.

2. Supply the standard City "boiler plate" specifications on asphalt and concrete work.

3. Administer the project.

II. 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. A monthly progress report, which includes accomplished tasks for the month, anticipated progress for the next month, pending issues and actions, and updated schedule along with other necessary supporting data.

B. Project schedules will be updated itemizing all activities and subtasks to support project milestones for City's review.

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. David Woo, Project Manager

B. Kandice Nguyen, Lead Civil Engineer

C. Grace Tell, Caltrans Liaison

D. Lam Le, Surveying Lead

E. Robert Vasquez, Project Manager

F. Bernardo Padilla, Project Surveyor

G. Ronald Hallum, Principal Geologist

H. Soumitra Guha, Principal Engineer

I. Approved subconsultant, Ninyo & Moore, Geotechnical Engineer

J. Approved subconsultant, CL Survey, Land Surveyor

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2 (Consultant's Proposal) of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "Proposal for Project No. 1753: University Drive Street Improvements from Avalon Boulevard to Wilmington Avenue" dated April 28, 2025 as amended by the Parties through that certain document titled "AYCE Fee Table Rev5" dated July 2, 2025,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. Section 1.10 (Compliance with Labor and Wage Laws) is hereby added to this 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. C. General Prevailing Wage Rate Determinations applicable to this

project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

(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.

(k) Federal Prevailing Wages. The project that is the subject of the Proposal ("Project No. 1753") is subject to both state and federal prevailing wage laws. Accordingly, the Consultant shall pay the higher of the two prevailing wage rates where both federal and state rates are applicable."

III. 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. Ninyo & Moore, which will provide geophysical survey services;

ii. Cl Survey, which will provide land survey services.

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."

IV. Section 9.8 (Federal Provisions) is hereby added to this Agreement to read in its entirety as follows:

"9.8 Federal Provisions. For purposes of this Section 9.8, Agency or Local Agency means City of Carson and Consultant means Consultant. In the event of any conflict between Section 9.8 and the remainder of this Agreement, Section 9.8 shall control.

(1) Article VII Cost Principles and Administrative Requirements

a) The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

b) The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c) Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

d) When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

(2) Article IX Audit Review Procedures

a) Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

b) Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

c) Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

d) CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31

and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

e) CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

(3) Article XX Funding Requirements

a) It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

b) This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State

Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

c) It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

d) LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

(4) ARTICLE XXXI Prompt Payment

a) PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

b) PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

(5) Article XXXII, Title VI Assurances - Appendix A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

a. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-Agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- Agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the recipient shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-Agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-Agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(6) Article XXXII, Title VI Assurances – Exhibit E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131

– 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq)."

(7) Article XVI Non-Discrimination Clause and Statement of Compliance

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

d. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

e. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

f. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

g. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subConsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

(8) ARTICLE VIII – Retention of Records/Audits

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA,

or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

(9) Article V – Allowable Costs and Payments

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(CITY OF CARSON, Victor Lopez, 701 E Carson St., Carson, CA 90745)

E. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $230,263.23.

(10) Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 8%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto as Exhibit B-2 and incorporated herein as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. Also attached hereto as Exhibit B-1 is Exhibit 10-O1: Consultant Proposal DBE Commitment.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1 -tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records

- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section."

EXHIBIT "B-1"

DBE EXHIBIT 10-01

SEE ATTACHED

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Carson, Purchasing Division 2. Contract DBE Goal: 8%

3. Project Description: Project No. 1753: University Drive Street Improvement From Avalon Boulevard to Wilmington Avenue

4. Project Location: University Drive Street Improvement From Avalon Boulevard to Wilmington Avenue

5. Consultant's Name: AYCE Consulting Engineers, Inc. 6. Prime Certified DBE: ☑

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Civil Engineering and Street Design	42810	Kandice (Khanh) Nguyen, 855-292-3462 x701, knguyen@ayceinc.com	75.2
Surveying	38284	Lam Le, 909-484-4200, dan@cl-survey.com	12.4

Local Agency to Complete this Section

17. Local Agency Contract Number: _____

18. Federal-Aid Project Number: _____

19. Proposed Contract Execution Date:

20. Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

21. Local Agency Representative's Signature 22. Date

23. Local Agency Representative's Name 24. Phone

25. Local Agency Representative's Title

11. TOTAL CLAIMED DBE PARTICIPATION 87.6 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature 13. Date: 4/28/2025

14. Preparer's Name: David Y. Woo 15. Phone: (949) 973-7504

16. Preparer's Title: President/Principal

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT "B-2"

DBE EXHIBIT 10-02

SEE ATTACHED

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: _____
21. Federal-Aid Project Number: _____
22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature _____ 24. Date _____
25. Local Agency Representative's Name _____ 26. Phone _____
27. Local Agency Representative's Title _____

14. TOTAL CLAIMED DBE PARTICIPATION _____ %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature _____ 16. Date _____
17. Preparer's Name _____ 18. Phone _____
19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation** - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant's compensation for the services shall be in accordance with Consultant's Proposal and Exhibits 10-H-1: Cost Proposal attached hereto as Exhibit C-1.

II. 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.

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

IV. The total compensation for the Services shall not exceed $230,263.23 as provided in Section 2.1 of this Agreement.

EXHIBIT "C-1"

COST PROPOSALS EXHIBIT 10-H1

SEE ATTACHED

Exhibit 10-H1 Cost Proposal Page 1 of 3
Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ d Tier Subconsultant

Consultant AYCE Consulting Engineers, Inc.

Project No. 1753 Contract No. 25-015 Date 7/2/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/QA/QC	David Woo*	28	$ 150.93	$ 4,226.04
Lead Engineer	Kandice Nguyen*	200	$ 126.00	$ 25,200.00
Lead Engineer	Grace Tell	48	$ 126.00	$ 6,048.00
Project Engineer	Alexander Lee	226	$ 44.43	$ 10,041.18
Project Engineer	Christian Ramos	226	$ 44.43	$ 10,041.18
Design Engineer	Joshua Woo	139	$ 38.46	$ 5,345.94
Design Engineer	Sophia Yamashita	139	$ 38.46	$ 5,345.94
				$ -
				$ -
				$ -

LABOR COSTS

(a) Subtotal Direct Labor Costs $ 66,248.28
(b) Anticipated Salary Increases (see page 2 for calculation) $ -
(c) Total Direct Labor Costs [(a) + (b)] $ 66,248.28

INDIRECT COSTS

(d) Fringe Benefits Rate %
(e) Fringe Benefits [(c) x (d)] $
(f) Overhead Rate + G&A 137.65%
(g) Overhead [(c) x (f)] $ 91,190.76
(h) General & Admin Rate %
(i) Gen & Admin [(c) x (h)] $
(j) Total Indirect Costs [(e) + (g) + (i)] $ 91,190.76

FIXED FEE **(k) Total Fixed Fee [(c) + (j)] x fixed fee** 10%] **$ 15,743.90**

CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				$ -
				$ -
				$ -
				$ -
				$ -

(l) Total Other Direct Costs $ -

SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Geotechnical Engineer (Ninyo & Moore) $ 28,571.54
Subconsultant 2: Land Surveyor (CL Survey) $ 28,508.75
Subconsultant 3:
Subconsultant 4:
Subconsultant 5:
Subconsultant 6:
Subconsultant 7:

(m) Total Subconsultants' Costs $ 57,080.29

n) Total Other Direct Costs including Subconsultants [(l) + (m)] $ 57,080.29

TOTAL COST [(c) + (j) + (k) + (n)] $ 230,263.23

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Project No.: 1753 Contract No.: _____ Date: 6/25/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Sam Guha	8	$ 105.77	$ 846.16
Principal Geologist	Ron Hallum	12	$ 62.50	$ 750.00
Project Manager	Julianne Padgett	40	$ 60.58	$ 2,423.20
Staff Geologist	Garrett Mottle	32	$ 37.50	$ 1,200.00
Lab Technician	Jeff Dalgity	32	$ 49.04	$ 1,569.28
Technical Illustrator	Jon Peiljean	6	$ 43.50	$ 261.00
Word Processor	Linda Carson	6	$ 39.50	$ 237.00

LABOR COSTS

(a) Subtotal Direct Labor Costs	$ 7,286.64	
(b) Anticipated Salary Increases (see page 2 for calculation)	$ -	
(c) Total Direct Labor Costs [(a) + (b)]		$ 7,286.64

INDIRECT COSTS

(d) Fringe Benefits Rate	57.23%	(e) Fringe Benefits [(c) x (d)]	$ 4,170.14	
(f) Overhead Rate = G&A	60.88%	(g) Overhead [(c) x (f)]	$ 4,436.11	
(h) General & Admin Rate	29.81%	(i) Gen & Admin [(c) x (h)]	$ 2,172.15	
(j) Total Indirect Costs [(e) + (g) + (i)]				$ 10,778.40

FIXED FEE

(k) Total Fixed Fee [(c) + (j)] x fixed fee 10%] $ 1,806.50

CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				$ -
				$ -
				$ -
				$ -
				$ -
(l) Total Other Direct Costs				$ -

SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Driller (MR Drilling)	$ 6,400.00
Subconsultant 2:	Traffic Control (California Barricade)	$ 2,300.00
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		
Subconsultant 6:		
Subconsultant 7:		
(m) Total Subconsultants' Costs		$ 8,700.00

n) Total Other Direct Costs including Subconsultants [(l) + (m)] $ 8,700.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 28,571.54

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 210
Senior Engineer/Geologist/Environmental Scientist	$ 200
Senior Project Engineer/Geologist/Environmental Scientist	$ 195
Project Engineer/Geologist/Environmental Scientist	$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	$ 170
Staff Engineer/Geologist/Environmental Scientist	$ 155
GIS Analyst	$ 130
Technical Illustrator/CAD Operator	$ 110

Field Staff

Certified Asbestos/Lead Technician	$ 195
Field Operations Manager	$ 130
Nondestructive Examination Technician (UT, MT, LP)	$ 125
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 115
Senior Technician	$ 110
Technician	$ 110

Administrative Staff

Information Specialist	$ 90
Geotechnical/Environmental/Laboratory Assistant	$ 95
Data Processor	$ 75

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
State of California Prevailing Wage Surcharge	$ 30/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Our field services, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field services that may be subject to prevailing wage in accordance with AB 1768 and Prevailing Wage Determinations, will be subject to a prevailing wage surcharge as shown in our Schedule of Fees. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cube compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marvill Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Carson Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preperation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed | Prime Consultant ☐ | Subconsultant ☒ | 2nd Tier Subconsultan

Subconsultant: CL Surveying and Mapping, Inc.

Project No.: Project No. 1753: University Dr. Street Improvements | Contract No.: | Date: April 22, 2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Robert Vasquez*	4	$ 106.47	$425.88
Project Surveyor*	Bernardo Padilla*	24	$ 64.00	$1,536.00
Party Chief**	TBD	42	$ 64.01	$2,688.42
Chainman**	TBD	42	$ 56.78	$2,384.76
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00

* Key Personnel

LABOR COSTS

a) Subtotal Direct Labor Costs: $7,035.06

b) Anticipated Salary Increases (see page 2 for calculation): $0.00

c) TOTAL DIRECT LABOR COSTS: $7,035.06

INDIRECT COSTS

d) Fringe Benefits (Rate: 44.28%) e) Total Fringe Benefits [(c) x (d)]: $3,115.12

f) Overhead (Rate: 44.28%) g) Overhead [(c) x (f)]: $3,115.12

h) General and Administrative (Rate: 76.46%) i) Gen & Admin [(c) x (h)]: $5,379.01

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: $11,609.26

q) FIXED FEE: 10%

k) TOTAL FIXED FEE [(c) + (j)] x (q)]: $1,864.43

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Field Office				$0.00
Mileage Costs				$0.00
Equipment Rental and Supplies				$0.00
Permit Fees				$0.00
Plans Sheets				$0.00
Test				$0.00

l) TOTAL OTHER DIRECT COSTS: $0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Inland Aerial (Aerial Topography)		$ 8,000.00
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		
Subconsultant 6:		
Subconsultant 7:		

m) TOTAL SUBCONSULTANTS' COSTS: $ 8,000.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]: $8,000.00

TOTAL COST [(c) + (j) + (k) + (n)]: $28,508.75

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
	$7,035.06		112	=	$62.81	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$62.81	+	0.0%	=	$62.81	Year 2 Avg Hourly Rate
Year 2	$62.81	+	0.0%	=	$62.81	Year 3 Avg Hourly Rate
Year 3	$62.81	+	0.0%	=	$62.81	Year 4 Avg Hourly Rate
Year 4	$62.81	+	0.0%	=	$62.81	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	112.0	=	$56.00	Estimated Hours Year 1
Year 2	50.00%	*	112.0	=	$56.00	Estimated Hours Year 2
Year 3	0.00%	*	112.0	=	$0.00	Estimated Hours Year 3
Year 4	0.00%	*	112.0	=	$0.00	Estimated Hours Year 4
Year 5	0.00%	*	112.0	=	$0.00	Estimated Hours Year 5
Total	100%		Total	=	$112.00	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$62.81	*	56.0	=	$3,517.53	Estimated Hours Year 1
Year 2	$62.81	*	56.0	=	$3,517.53	Estimated Hours Year 2
Year 3	$62.81	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$62.81	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$62.81	*	0.0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$7,035.06	
			Direct Labor Subtotal before Escalation	=	$7,035.06	
			Estimated total of Direct Labor Salary Increase	=	$0.00	Transfer to Page 1

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

A. Within 120 calendar days from Contract Officer's issuance of the Notice to Proceed for all design work.

B. Construction support services will be provided contemporaneously with construction of Project No. 1753.

C. Within 30 calendar days following the completion of construction for Project No. 1753 for "as built" records.

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

PROGRAM SUPPLEMENT NO. F025 **to** **ADMINISTERING AGENCY-STATE AGREEMENT** **FOR FEDERAL-AID PROJECTS NO** 07-5403F15	Adv. Project ID 0724000295	**Date:** July 17, 2024 **Location:** 07-LA-0-CRSN **Project Number:** STPL-5403(033) **E.A. Number:** **Locode:** 5403

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/21/2017 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 24-091 approved by the Administering Agency on 10/1/2024 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: University Drive from Avalon Boulevard to Wilmington Avenue

TYPE OF WORK: Rehabilitation of existing asphalt pavement and repair/upgrade sidewalks, driveways, curb ramps **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y230	$150,000.00	LOCAL		OTHER
$167,000.00			$17,000.00		$0.00

CITY OF CARSON

By Lula Dawn Holmes

Title Mayor

Date 11/7/24

Attest K Bradshaw

STATE OF CALIFORNIA
Department of Transportation

By Tan Vu

For: **Chief, Office of Project Implementation**
Division of Local Assistance

Date 11/13/2024

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Mekbib Woldegebriel **Date** 07/17/2024 $150,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 24-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE.

WHEREAS, Caltrans and the City of Carson are required by the Federal Highway Administration to execute a Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403F15 for Project No. 1753: University Drive from Avalon Boulevard to Wilmington Avenue.

WHEREAS, Program Supplement Agreement No. F025 to Administering Agency-State Master Agreement No. 07-5403F15 will permit the City to be reimbursed as specified in the agreement with STP Local (STPL) federal fund money for the design phase of Project No. 1753 University Drive from Avalon Boulevard to Wilmington Avenue.

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 Funding Agreement. The City Council hereby approves the Program Supplement Agreement No. F025 and authorizes the Mayor to execute this Resolution and corresponding Funding Agreement..

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.

PASSED, APPROVED, AND ADOPTED this 1st day of October 2024.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

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. 24-091 adopted by the City of Carson City Council at its meeting held on October 1, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Hilton, Dear, Hicks, Rojas
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

Dr. Khaleah K. Bradshaw, City Clerk

5403033 PSA

Final Audit Report 2024-11-13

Created:	2024-11-13
By:	Gregory Nannini (s147991@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-x2v53FaHqOuRtIQHFUTA6-oT-bPifQT

"5403033 PSA" History

Document created by Gregory Nannini (s147991@dot.ca.gov)
2024-11-13 - 6:06:41 PM GMT- IP address: 149.136.17.252

Document emailed to Tou Vang (tou.vang@dot.ca.gov) for signature
2024-11-13 - 6:07:18 PM GMT

Email viewed by Tou Vang (tou.vang@dot.ca.gov)
2024-11-13 - 6:36:35 PM GMT- IP address: 149.136.17.249

Document e-signed by Tou Vang (tou.vang@dot.ca.gov)
Signature Date: 2024-11-13 - 6:37:16 PM GMT - Time Source: server- IP address: 149.136.17.249

Agreement completed.
2024-11-13 - 6:37:16 PM GMT

Powered by Adobe Acrobat Sign

RESOLUTION NO. 25-098

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 has been allotted funds from Caltrans via a Supplemental Agreement in the amount of $150,000.00 for Capital Improvement Project PW1753 University Drive Improvement from Avalon to Wilmington Ave; and

WHEREAS, Council awarded a contract to AYCE Consulting Engineers, Inc. for an amount-not-to-exceed $230,263.00; and

WHEREAS, the remaining $80,263.00 required for the contract with AYCE Consulting Engineers, Inc. will come from Community Facilities District (CFD) Fee funds ; and

WHEREAS, the CFD funds for PW1753 were not allocated to the project expense account for FY 2025-26; and

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 to increase the project expenditure accounts by the CFD funds.

Account	Description	Increase/(Decrease)
291-80-820-904-8009 -PW1753	Infrastructure Roadways	$80,263.00

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 September 2, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 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. 25-098 adopted by the City of Carson City Council at its meeting held on September 2, 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, September 2, 2025, 5:00 PM

CONSENT 36.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH BREEN DESIGN GROUP TO PROVIDE ON-CALL ENGINEERING SERVICES TO THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Engineering Division of the Public Works Department is responsible for the design and construction of a number of projects including several that are grant funded. In consideration of the significant number of infrastructure related projects, securing on-call architecture professional services will provide flexibility and enhance the capacity of the Engineering Division to deliver projects in a timely manner. Further, the on-call consultant will reduce the time required to develop the necessary plans, specifications and estimates by eliminating the need to prepare separate Requests for Proposals (RFPs) for each project under consideration. At its September 2022 Council meeting, the City Council approved a three-year contract for a not-to-exceed contract sum of $900,000 with Breen Design Group (Breen) to provide on-call professional architecture services, with an additional option to extend by one year for a not to exceed compensation of $300,000 for the extension term. The initial contract with Breen was established based on estimated needs at that time. However, due to the increasing number of capital projects programmed for the next fiscal years, the continuous and increased need for the services of the on-call professional architecture services was determined to be necessary.

It is requested that the City Council approve Amendment No. 1 to the Contract Services Agreement with Breen to provide on-call professional architecture services, by extending the term by one (1) additional year and increasing the contract sum by $300,000 for an amount not exceeding $1,200,000.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Breen Design Group for on-call professional architecture services by extending term by one (1) year and increasing the contract sum by $300,000 for a total contract sum of $1,200,000.00.
2. AUTHORIZE the Mayor to execute Amendment No. 1 with Breen Design Group following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with Breen Design Group.

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

IV. BACKGROUND

The City's 5-Year Capital Improvement Program (CIP) was approved by the City Council on June 17, 2025, and the total estimated cost to complete all funded and unfunded projects is approximately $190,000,000. It is anticipated that the number of CIP projects listed on the City's CIP over the next five years will increase as compared to the previously approved 5-year CIP. Given the increase in number of capital projects, there is a continuous need for on-call consultants to assist with the development of plans, specifications, and estimates. At its September 2022 Council meeting, the City Council awarded a contract to Breen to provide professional architecture services.

Breen has provided architecture design services on several CIP projects. As of the date of this report, the following tasks have been awarded to Breen under the existing agreement:

- Victoria Transit Center Conceptual Design: $103,083
- Streetscape Master Plan: $97,925
- Carson/ Avalon Median Landscape: $250,195

These awarded tasks totaled $451,203, leaving only $448,797 available funding under the current contract. The City anticipates needing an excess of $500,000 for the full PS&E for the Victoria Transit Center. The City's CIP for FY 25/26 includes projects requiring additional architectural services to stay on schedule.

Staff requests the City Council approve Amendment 1 to the Contract Services Agreement with Breen to provide on-call professional architecture services, extending the term by one (1) year, increasing the contract sum by $300,000 for a new total not-to-exceed contract sum of $1,200,000 to provide increased professional architecture services.

V. FISCAL IMPACT

If the proposed amendment is approved, the Breen Design Group contract will be increased by an additional $300,000.00 for a new total not-to-exceed contract amount of $1,200,000.00.

The requested three hundred thousand ($300,000.00) for the proposed Breen Design Group contract amendment will utilize funds currently allocated in the adopted FY 25/26 budget in account 101-80-820-100-6004.

VI. EXHIBITS

1. Breen Design Group Original Contract
2. Breen Design Group Contract Amendment No. 1

Attachments

Exhibit 1 - Breen Design Group Original Contract
Exhibit 2 - Breen Design Group Contract Amendment No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

BREEN DESIGN GROUP, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
BREEN DEISGN GROUP, INC.

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 BREEN DESIGN GROUP, INC., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Qualifications, 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 **Nine Hundred Thousand Dollars ($900,000)** for the Term (the "Contract Sum"), and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4, 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 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, 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:

Christopher J. Smith	Principal-in-Charge
(Name)	(Title)
Celina Garcia	Project Architect/Project Manager

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful

misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment

to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this 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, 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.

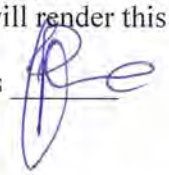
9.5 Severability.

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 K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

BREEN DESIGN GROUP, INC., a California corporation

By:
Name: Paul Breen
Title: CEO / President

By:
Name: ANITA JOSOLS
Title: CFO
Address: 1983 W. 190th St., Suite 200
Torrance, CA 90504

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:

BREEN DESIGN GROUP, INC., a California corporation

By: _____
Name: Paul Breen
Title: CEO / President

By: _____
Name: ANITA JABOLS
Title: CFO
Address: 1983 W. 190th St., Suite 200
Torrance, CA 90504

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 9/8, 2022 before me, NAYEEM KHAN, NOTARY PUBLIC personally appeared PAUL BREEN, ANITA DABOLS, 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: _____

NAYEEM KHAN
Notary Public - California
Los Angeles County
Commission # 2327079
My Comm. Expires May 2, 2024

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 _____, 2022 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. On an on-call basis, Consultant will perform Architect Services generally described in this Scope of Services. The Architect Services will generally relate to implementing various City capital improvement projects which may involve City Hall, Corporate Yard, Community Center, City park facilities, and other City-owned facilities. Consultant may be involved in developing projects from the conceptual planning stage to project closing, or at any stage in between, and may be involved in workshops and presentations to the public, City Commissions and City Council. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant shall be selected to provide services on a project-specific Task Order.

II. When the City requests proposals from on-call architects (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant's on-call Architect Services may include, but are not limited to, the following:

A. Condition assessments (estimate of remaining service life and code compliance reviews), investigation, analysis and recommendation(s) for repair/replacement of existing building envelope components including, but not limited to, roofs, windows, doors, gutters, sidings, HVAC systems, and all other MEP systems.

B. Architectural design and related engineering services for new building construction, building renovations (interior and exterior), and building demolition.

C. Preparation of estimates, schedules, plans and specifications for Public Works projects, including cost estimates and schedules during various stages of project development.

D. Provide support services in other disciplines as required to accomplish primarily architectural task orders, including, but not limited to:

1. Electrical
2. Mechanical
3. Plumbing
4. Cost Estimating
5. Surveying

6. Geotechnical

7. Other support service tasks, as the Contract Officer deems necessary

E. Bidding support services.

F. Construction management services.

G. Record drawing production from Contractor-provided redlines.

H. Cost estimates and schedules during various stages of project development.

I. Peer and constructability review of design and bid document review and analysis.

J. Field investigations and surveying.

K. Feasibility studies, development planning, marketing analysis, evaluation, and assessments.

L. Grant opportunities for Public Works projects.

M. Coordinate and/or obtain approvals from various private and public agencies.

N. Public meetings, workshops and presentations.

O. Project-related reports.

P. Environmental documents and permit compliance.

Q. Utility research and coordination.

R. Provide architectural support in the City of Carson's Public Works Master Plan.

S. Additional services generally associated with architectural services and building engineering services and systems.

IV. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request (Task Order) 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 ("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.

V. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Project studies

B. Preliminary designs

C. Construction plans and specifications

D. Project Estimates

E. Research results

F. Grant information and application

G. Photos

H. Conceptual plans

I. Inspection Reports and field reports

J. All other related items the City deems necessary for the project

VI. 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.

VII. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Paul Breen, CEO & President, EOR

B. Christopher J. Smith, Principal-in-Charge

C. Celina Garcia, Project Architect/Project Manager

D. Eduardo Cespedes, Design Architect

E. Patrick Souza, Senior Project Manager

F. May Enriquez, Designer

G. Des Mahoney, Vice President – EOR

H. Russell A. Johnson, Director of Mechanical Department

I. Joper Tupas, Plumbing Engineer/Project Manager

J. Cliff van Kuilenburg, Lead Electrical Designer

K. Salvador Gutierrez, Electrical Designer

L. James Gorbin, Director of Structural Engineering – EOR

M. Marlo Abantao, Civil Engineer – EOR

N. Approved subconsultant – Cost Estimator: John Mauk, Regional Estimating Manager, O'Connor Construction Management, Inc. ("OCMI")

O. Approved subconsultant – Landscape: Jeff Woo Kim, Principal, Cornerstone Studios, Inc.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(deletions shown in ~~strike through~~ and additions shown in ***bold and italics***)

I. Section 1.2, Consultant's Proposal, of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal submitted in response to City's RFP No. 22-018,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. 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 subconsultants* 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 subconsultant.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant 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 subconsultants 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 Subconsultants. For every subconsultant who will perform work under this Agreement, Consultant shall be responsible for such subconsultant'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 subconsultant for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultants' compliance, including without limitation, conducting a review of the certified payroll records of the subconsultant on a periodic basis or upon becoming aware of the failure of the subconsultant to pay its workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subconsultant.

*As used in this Agreement, the terms "subconsultant" and "subcontractor" shall be synonymous and interchangeable in referring to persons or entities with whom Consultant subcontracts for the performance of services required pursuant to this Agreement."

III. Section 2.2, Method of Compensation, of the Agreement shall be amended as follows:

"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 ***(b)*** ~~(c)~~ the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation."

IV. Section 3.1, Time of the Essence, of the Agreement shall be amended as follows:

"3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. ***In addition, upon issuance of a Notice to Proceed on a Task Order, time is of the essence in the performance of the Task Order's Scope of Work or Scope of Services.***"

V. Section 3.4, Term, of the Agreement shall be 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 ***three***

(3) ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") ***(the "Term"). The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.***"

VI. Section 5.3, Indemnification, of the Agreement shall be amended as follows:

"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 ***subject to the statutory limits set by California Civil Code Section 2782.8*** ~~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."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. 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. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. 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 $900,000 for the initial three-year Term of this Agreement, and $300,000 for the Extension Term, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."

V. Consultant's billing rates for Services are attached as Exhibit C-1. To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT "C-1"

CONSULTANT'S BILLING RATES FOR SERVICES

I. Consultant's billing rates for the Term are as follows:

Work shall be compensated on an hourly basis at the rates listed below, where not agreed upon lump sum basis contract is in effect. Unless otherwise stated, these shall be maintained throughout the term of the contract.

Personnel	Billing Rate
Principal	$300/hr
Department Head	$250/hr
Senior Architect / Engineer	$225/hr
Project Manager	$200/hr
Architect / Engineer / Job Captain	$175/hr
Architectural / Engineering Designer	$150/hr
Revit Drafter	$140/hr
Junior Architect / Designer	$135/hr
CAD Drafter	$120/hr
Project Assistant / Coordinator	$100/hr
Clerical	$90/hr

Reimbursable expenses shall be billed on the basis of cost plus 15%, unless prepaid by Client, for items such as the following:

- Expenses incurred for plotting and printing for all drawings except for in house use.
- Fees paid for securing approvals of documents prepared by BEI, and its consultants, by authorities having jurisdiction over the Project. (Plan Check Fees)
- Fees and expenses for special consultants not included in the Scope of Work and for other services and data furnished on behalf of the Client.
- Expenses for express mail, delivery charges, reproduction of construction documents and technical reports.
- All travel and travel related expenses outside of Los Angeles and Orange Counties.

The provisions of Consultant's proposal related to the following shall not be deemed applicable to nor included within this Agreement: (1) payment for overtime work at increased rates; (2) timing for payment of invoices; and (3) finance charges for late payments or unpaid balances.

II. Approved subconsultant OCMI, Inc.'s hourly billing rates for the Term are as follows:

	TITLE	HOURLY RATE
EXECUTIVE:	*Principal*	$285
	Director	$265
	Project/Construction Executive	$235
	Associate Director	$225
MANAGEMENT:	*Program Manager/PMCM Manager*	$250
	Cost Manager	$187
	Scheduling Manager	$187
	Project Controls Manager	$192
SENIOR PROFESSIONAL:	*Senior Constructability Reviewer*	$225
	Senior Project/Construction Manager	$182
	Senior Estimator	$182
	Senior Scheduler	$182
	Senior Project Controls Engineer	$182
	Senior Software Engineer	$182
PROFESSIONAL:	*Constructability Reviewer*	$175
	Project/Construction Manager	$167
	Quality Assurance	$157
	Cost Estimator II	$162
	Cost Estimator I	$152
	Scheduler II	$162
	Scheduler I	$152
	Project Controls Engineer	$152
	Software Engineer	$152
	Assistant Project/Construction Manager	$152
	Data Engineer/Analyst	$132
	Project Engineer	$132
	Document Control Specialist	$97
	Administrative Assistant	$82

III. Approved subconsultant Cornerstone Studios, Inc.'s hourly billing rates for the Term are as follows:

CORNERSTONE STUDIOS

2021 Billing Rate Schedule

CLASSIFICATION	RATE
Principal	$ 140
Project Manager	$ 125
Landscape Inspector	$ 110
Landscape Architect	$ 105
Senior Landscape Designer	$ 95
Junior Landscape Designer	$ 85
Administrative	$ 70

REIMBURSABLE EXPENSES

• Mileage	Prevailing Federal Rate
• Delivery, Freight, Courier	At Cost
• Agency Fees	At Cost
• Reproduction	At Cost
• Presentation materials	At Cost
• In House Computer Plotting	$1.50/SF

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Throughout the Term, Consultant shall provide Services on an on-call basis as set forth in Exhibit A.

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and BREEN DESIGN GROUP INC., a California corporation ("Consultant"), is effective as of the ___ day of August, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to provide City professional architecture services on an on-call basis for a three year term commencing January 1, 2023 and expiring December 31, 2025, for $900,000.00, with an additional option to extend by one year for a not to exceed compensation of $300,000 for the extension term.

B. Since commencement of the Term, Consultant has been selected and tasked to provide architectural design services for several projects, including the design of transit center planned for Victoria Street, on the California State University, Dominguez Hills campus and median landscaping projects within the City.

C. The Parties now wish to amend the Agreement to extend the Term by one year and increase the contract amount by $300,000, raising the total Contract Sum from $900,000.00 to $1,200,000.00, to cover the additional cost of services.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in strikethrough font).

A. Section 2.1 (Contract Sum) 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 ***One Million Two Hundred Thousand Dollars ($1,200,000)*** ~~Nine Hundred Thousand Dollars ($900,000)~~ for the Term (the "Contract Sum"), and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4. unless additional compensation is approved pursuant to Section 1.8."

B. 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 ***four*** ~~three~~ (***4~~3~~***) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term"). ~~The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.~~"

C. Section IV. of Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The total compensation for the Services shall not exceed ***$1,200,000*** ~~$900,000~~ for the ***four*** ~~initial three-~~year Term of this Agreement~~, and $300,000 for the Extension Term,~~ as provided in Section 2.1 of this Agreement.~~, and as amended in Exhibit "B."~~"

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 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 No. 1, 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.

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. 1.

5. Authority. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 1 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. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 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
[vas;rjl]

CONSULTANT:

BREEN DESIGN GROUP INC.,
a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

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.

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 37.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVING MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS, FOR THE DEVELOPMENT OF A TRANSIT CENTER (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 (CSUDH) campus, adjacent to Victoria Street (Exhibit No. 1). City Staff and the City's design consultant have worked in collaboration with CSUDH staff through a conceptual design of a transit center. CSUDH and the City now wish to document their respective responsibilities related to the further design, construction, and operation and maintenance of the transit center. The City Council is requested to approve the MOU between the City of Carson and California State University Dominguez Hills to facilitate the development of a new transit center.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Memorandum of Understanding between the City and CSUDH (Exhibit No. 2); and
2. AUTHORIZE the Mayor to execute Memorandum of Understanding between the City and CSUDH, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the Council deems appropriate.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) calls for the design and construction of Project No. 1780: Victoria Transit Center (Exhibit No. 1). Since 2023, City Staff, along with their architectural consultant, Breen Design Group, have met with CSUDH staff in order to plan and work through conceptual design of a transit center on CSUDH property, adjacent to Victoria Street. Prior to a final design package being developed, CSUDH and the City wish to document their respective responsibilities related to the further design, construction, and operation and maintenance of the transit center.

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 California State University, Dominguez Hills (CSUDH) has prepared a Memorandum of Understanding (MOU) between the City and CSUDH to establish and clarify the intended roles and responsibilities of each party with the understanding that the MOU is non-binding with regards to the planning, financing, construction, operation, maintenance and joint use of the project whereas certain standard legal terms contained therein (Sections 3 through 11) will be binding on the parties.

Under this Memorandum of Understanding, the City shall be responsible for the design and construction of the improvements at its sole expense, which the City already has programmed in the CIP. The University would own the utility building and any other occupiable improvements, to be further defined in a long-term Operating Agreement. Maintenance of these facilities will be the joint responsibility of the City and CSUDH, with respective responsibilities to be further defined in the long-term Operating Agreement. The MOU has been reviewed by the City Attorney to ensure legal sufficiency and alignment with the City's interests. Staff is now requesting City Council approval of the MOU in order to formally define and authorize the responsibilities of both the City and CSUDH under this agreement.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Location Map
2. Memorandum of Understanding

Attachments

Exhibit No. 1 - Location Map

Exhibit No. 2 - CSUDH-City of Carson Transit Hub MOU

Location Map

Proposed Victoria Transit Center



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is entered into this _____ day of September, 2025 (the "Effective Date"), by and between the City of Carson ("City") and the Board of Trustees of the California State University, the State of California acting in its higher education capacity, on behalf of California State University, Dominguez Hills ("CSU", or "University"). The City and CSU are individually referred to herein as a "Party" and collectively as the "Parties" in this MOU. Capitalized terms used, but not defined in this MOU, will have the meanings assigned to them in the Non-Binding Term Sheet, attached hereto as Exhibit "A."

RECITALS

A. The CSU is the owner of certain real property in Carson, California comprising the main campus of California State University, Dominguez Hills, and for which E. Victoria Street generally comprises the northern boundary, with that portion of the property generally depicted in Attachment A representing the primary entrance to the campus (the "Property").

B. Multiple transit agencies have transit stops in the immediate vicinity of the Property, including the Los Angeles County Metropolitan Transportation Authority, Torrance Transit, Long Beach Transit, and the CSUDH Toro Express Shuttle.

C. The City and the University share a common desire to improve the Property in order to enhance transportation services and provide a convenient, safe and welcoming gateway to the University campus for University students, faculty, staff, and the public (the "Project").

D. The Parties seek to negotiate with the purpose of reaching definitive agreements regarding the planning, financing, construction, operation, maintenance and joint use of the Project ("Definitive Agreements").

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. Negotiations. The Parties agree to collaborate in the planning, financing, construction, operation, and joint use of the Project and to negotiate in good faith and to use reasonable efforts to finalize the terms of Definitive Agreements for submission to their respective boards or legislative bodies, or their delegees.

2. Project Concept; Terms of Definitive Agreements. It is the expectation of the Parties that the Project concept and Definitive Agreements shall be substantially consistent with the terms described in the Non-Binding Term Sheet, attached hereto as Exhibit "A."

3. Confidentiality and Public Communication. To the fullest extent permitted by law, each Party shall hold in confidence the information contained in this MOU, and all information related to this MOU that is not otherwise known to the public shall be held by each Party as confidential and proprietary and shall not be disclosed without the prior written consent of the

other Party. The Parties acknowledge that such information may be subject to disclosure in accordance with applicable law, including the California Public Records Act ("PRA"), Government Code § 6250 et seq. and the Parties' implementing regulations and guidelines, and may be subject to other requirements relating to information in the possession of governmental entities. The Parties acknowledge that they may be required to make disclosures in accordance with applicable law, including the PRA and other applicable laws, and each Party may take all such actions as in connection therewith it deems appropriate or required to comply with all applicable laws. The timing and content of any announcements, press releases or any public statements concerning the transactions described in this MOU shall be determined by mutual agreement of the Parties. The covenants in this Section 3 will survive termination or expiration of this MOU for a period of two (2) years.

4. Authorization. Each Party represents and warrants that the execution, delivery, and performance of this MOU has been duly authorized by their respective board or legislative body, or its delegee. The undersigned representatives of each Party, in their individual capacities, represent and warrant that the execution, delivery, and performance of this MOU has been duly authorized on the part of their principals.

5. Effect of MOU. This is a non-binding MOU except for Sections 3 through 11 which shall be binding. It does not bind the Parties to consummate the transactions described in this MOU and no Party shall be obligated to proceed with the transactions outlined herein unless all of the following conditions are satisfied: (i) Definitive Agreements are reached; (ii) each Party's board or legislative body, or its delegee, has approved the Definitive Agreements, which approval may be withheld at the sole discretion of such board or legislative body, or its delegee; and (iii) the Definitive Agreements have been executed by authorized representatives of each Party thereto. The Parties agree that this MOU does not create any binding legal commitments between them with respect to the proposed Project, and that any binding legal commitments will come into effect only upon execution and delivery of the Definitive Agreements. This MOU will not be the basis of any action for breach of contract, tort liability, or any other claim of any kind or nature, except for Sections 3 through 11. Each Party expressly acknowledges that there are no agreements, oral or written, between the Parties as to the matters subject to this MOU other than as set forth herein, and each Party expressly waives the right to assert the existence of any such agreement.

6. Term; Termination. The term of this MOU shall commence on the Effective Date and shall continue until the earliest of: (a) the date upon which the Definitive Agreements have been duly and validly executed and delivered by all relevant Parties; (b) either Party notifies the other Party in writing that this MOU is terminated; or (c) the first anniversary of the date of this MOU, unless extended by mutual written agreement. The expiration or earlier termination of this MOU shall relieve each Party of all obligations hereunder, other than those arising under Sections 3 (Confidentiality and Public Communication), 5 (Effect of MOU), 9 (Assignment), and 10 (Expenses), or resulting from a breach of this MOU.

7. Governing Law. This MOU shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue shall be located in Los Angeles County.

8. No Third-Party Beneficiaries. None of the provisions of this MOU are intended by the Parties, nor shall they be deemed, to confer any benefit on any person or entity not a Party to this MOU.

9. Assignment. No Party to this MOU may assign its rights or responsibilities without the written approval of the other Party, which approval may be withheld in such Party's sole discretion.

10. Expenses. Each Party shall pay its own costs and expenses in connection with the transactions contemplated by this MOU, including, without limitation, the disbursements and fees of their respective attorneys, advisors, agents, and other representatives, incidental to the negotiation and performance of this MOU and the Definitive Agreements, whether or not the transactions are consummated.

11. Severability. If any provision of this MOU is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this MOU.

12. Miscellaneous. This MOU may be executed in counterparts by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. A signed copy of this MOU delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy. This MOU constitutes the entire agreement among the Parties with respect to the matters contemplated by this MOU.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

Dated effective: September _____, 2025.

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of California State University, Dominguez Hills

By: _____
Name:
Title:

Exhibit "A"
Non-Binding Term Sheet

1. Temporary Construction License Agreement. The University intends to grant to the City a non-exclusive temporary construction license to use portions of the Property for the purposes of constructing the Improvements, as defined below.

2. Improvements. The Project shall consist of the following elements (the "Improvements"):

a. A "Transportation Hub" envisioned to consist of a central bus plaza that would include eight (8) bus bays (including one bay dedicated for CSUDH Express Shuttles and Metrolink Connect shuttles), vehicular and non-vehicular circulation, passenger loading and unloading zones, landscape, hardscape, fencing, and lighting; traffic signal improvements on E. Victoria Street and utility infrastructure.
b. A "Utility Building", containing a single occupancy, accessible restroom with restricted access for bus operator use only (not to exceed 500 square feet).
c. "Parking Lot 2 Access Improvements" necessitated by the Transportation Hub improvements. The design to reconfigure the north access point to Parking Lot 2 will take into consideration the flow of traffic from campus to improve high-volume and peek time egress.

3. Design & Construction. The City shall be responsible for the design and construction of the Improvements at its sole expense. The University shall participate in the selection of the design and construction teams, with further details of the process to be defined in the License Agreement.

4. Operation and Maintenance. The City and University shall jointly be responsible for the operation and maintenance of the Improvements, with respective responsibilities to be further defined in a long-term Operating Agreement.

5. Ownership. The Utility Building and any other occupiable Improvements will be owned by the University.

6. Traffic Signal. In addition to the Improvements, the City shall design, construct, own, and operate a new traffic signal at E. Victoria Street and Birch Knoll Drive, and associated roadway median improvements and traffic signal synchronization.

7. Transportation Hub Safety and Security Plan. The Parties will develop a joint safety and security plan, developed in concert with the University Police Department and local law enforcement and other first responders.

8. Consideration. No consideration is contemplated in connection with the Project beyond execution of the responsibilities for design, construction, operation and maintenance of the improvements as outlined in this agreement.

9. Condition Precedent to Effectiveness. The Project and any definitive agreements between the Parties shall be subject to all required University policies and review and approval processes, and to compliance with the California Environmental Quality Act.

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 38.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER ADOPTION OF RESOLUTION 25-089, RESCINDING AND REPLACING RESOLUTION NO. 25-080 AND APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN

I. SUMMARY

This item is to seek City Council adoption of Resolution 25-089, to rescind and replace Resolution 25-080 which was previously adopted by the City Council on July 1, 2025, and approve the complete and full version of the Streetscape Master Plan, as was intended on July 1. The City of Carson Streetscape Master Plan (Master Plan) was developed by Breen Design Group and Community Works Design Group, working with City Staff. Following the July 1 City Council approval, when the City Attorney's office was reviewing Resolution 25-080 for execution approved as to form, it was discovered that some pages of the Master Plan were not included in the electronic version that was attached to the staff report for the item on July 1. The full Master Plan can be accessed here: Streetscape Master Plan

Due to the discrepancy between the versions, and to ensure transparency and legal compliance, staff requests the City Council to adopt Resolution No. 25-089 to correct the discrepancy and approve the correct and intended version of the Streetscape Master Plan.

II. RECOMMENDATION

1. ADOPT Resolution 25-089, “A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 25-080 AND ADOPTING THE STREETSCAPE MASTER PLAN” (Exhibit No. 1).

III. ALTERNATIVES

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

IV. BACKGROUND

The City worked closely with the consultant team of Breen Design Group and Community Works Design Group to develop the Streetscape Master Plan. The goal of the Master Plan was to establish a vision for how medians and other areas within public rights-of-way throughout the City could be beautified in a systematic and sustainable fashion, developing design motifs and criteria for future projects to follow.

The Master Plan establishes conceptual median designs, specific to four different land use characterizations including: Civic Land Use, Commercial Land Use, Industrial Land Use, and Residential Land Use. Each conceptual median design includes plants (e.g., trees, shrubs, and groundcovers) and hardscape (e.g., maintenance bands, decorative boulders, decomposed granite, and stamped concrete).

On July 1, 2025, the City Council adopted Resolution 25-080 (Exhibit 2) to approve the City's Streetscape Master Plan as a guiding document for streetscape implementation and improvements throughout the City. Following adoption of the Resolution, the City Attorney's office identified inconsistencies between the digital exhibit of the Streetscape Master Plan that was attached to the staff report and resolution approved on July 1 and the official hard copy maintained by staff, which was physically submitted to Council. Specifically, the digital exhibit was missing pages 2, 27-28, and 44 on. These inconsistencies resulted in a mismatch between the document that was publicly reviewed and approved by Council and the intended final version reviewed by staff and legal counsel.

Due to the discrepancy between the versions, and to ensure transparency and legal compliance, staff requests the City Council to adopt Resolution No. 25-089 to rescind and replace the originally approved Resolution No. 25-080 and adopt the correct and intended version of the Streetscape Master Plan, which is both on file with the Public Works Department and accessible at the following link: Streetscape Master Plan

It is anticipated that the Master Plan be used as a reference for Community Development to condition approval of projects on the installation of plants and hardscape within private and public right-of-way.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution 25-089
2. Resolution 25-080 (adopted July 1, 2025)

Attachments

Exhibit No. 1 - Resolution 25-089

Exhibit No. 2 - Resolution 25-080 (adopted July 1, 2025).pdf

RESOLUTION NO. 25-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 25-080 AND ADOPTING THE STREETSCAPE MASTER PLAN

WHEREAS, on July 1, 2025, the City Council adopted Resolution No. 25-080 approving a Streetscape Master Plan for the City which was developed by Breen Design Group and Community Works Design Group, working with City Staff. The Streetscape Master Plan provides special urban design to the City, to enhance the urban greenscape, and to improve and protect the future visual quality of the City of Carson. The conceptual designs and design details illustrate the approved "Tool Box" for all new streetscape corridor/parkway projects administered by the City's Public Works Department; and

WHEREAS, due to a technical or clerical error, some pages of the full Streetscape Master Plan were inadvertently omitted from the version that was presented to Council on July 1, 2025, and attached to Resolution 25-080; and

WHEREAS, to correct this error and ensure completeness, the City Council sees fit to rescind Resolution No. 25-080 and replace it with this Resolution approving the complete and full Streetscape Master Plan, including all pages as originally intended.

THE CITY COUNCIL OF THE CITY OF CARSON HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1. The foregoing recitals are true and correct, and the same are incorporated herein by reference as findings of fact.

Section 2. Resolution No. 25-080 is hereby rescinded in its entirety.

Section 3. The City Council hereby approves and adopts the complete and full version of the City of Carson Streetscape Master Plan, which is available at: https://cms3.revize.com/revize/repository/carsonca/Documents/Department/Public_Works/Carson%20Streetscape%20Master%20Plan_June%202025.pdf?6252, on file with the Public Works Department, and incorporated herein by this reference as though set forth in full.

Section 4. 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. The City Clerk shall certify to the adoption of this resolution and enter it into the book of original Resolutions.

Section 6. This Resolution shall be effective immediately upon its adoption.

[signatures on the following page]

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
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. 25-089, was adopted by the City of Carson City Council at its meeting held on September 2, 2025, by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMEBES: None
ABSENT: COUNCIL MEMBERS: None

_____
Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 25-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN

WHEREAS, this Streetscape Master Plan was developed by Breen Design Group and Community Works Design Group, working with City Staff. The Streetscape Master Plan provides special urban design to the City, to enhance the urban greenscape, and to improve and protect the future visual quality of the City of Carson. The conceptual designs and design details illustrate the approved "Tool Box" for all new streetscape corridor/parkway projects administered by the City's Public Works Department.

WHEREAS, the City Council wishes to approve the Streetscape Master Plan.

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Carson hereby adopts and approves the City of Carson Streetscape Master Plan, attached hereto as Exhibit "A" and made part of this Resolution.

Section 2. 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 3. The City Clerk shall certify to the adoption of this resolution and enter it into the book of original Resolutions.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of July, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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. 25-080 adopted by the City of Carson City Council at its meeting held on July 1, 2025, by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMEBES: None
ABSENT: COUNCIL MEMBERS: None

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CITY OF CARSON
STREETSCAPE MASTER PLAN

SEE ATTACHED

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

CONSENT 39.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 25-094, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO ALLOCATE LOCAL MEASURE R FUNDS INTO THE FY 2025-26 EXPENSE ACCOUNT FOR PW1667 - UPGRADE EXISTING TRAFFIC SIGNAL – AVALON BOULEVARD AT GARDENA BOULEVARD (CITY COUNCIL)

I. SUMMARY

At its May 6, 2025 meeting, Council awarded a contract to Select Electric, Inc. for an amount not-to-exceed $787,887.00. At the time of award, Council also approved the use of $150,000.00 in Development Impact Fees (DIF), $350,000.00 of Los Angeles County Metropolitan Transportation Authority (Metro) reimbursable grant, and $300,000.00 of Metro local Measure R to fund the project.

All three funding sources were intended to roll over into the FY 25/26 project expense accounts; however, the local Measure R funds were not placed into the expenditure account.

Staff recommends Council adopt Resolution No. 25-094 to allocate the Metro local Measure R funds to the PW1667 project expense account for this current FY 25/26.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-094, "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 another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1667: Upgrade Existing Traffic Signal – Avalon Boulevard at Gardena Boulevard is included in the City's FY 25/26 Capital Improvement Program (CIP). The project includes the construction of roadway and traffic signal modifications at the existing traffic signal-controlled intersection of Avalon Boulevard and Gardena Boulevard. The project was advertised from November 7, 2024 to December 12, 2024. Six bids were received and opened by the Purchasing Division Manager on December 12, 2024. The lowest responsive and responsible bidder was Select Electric, Inc. (Select Electric) with a bid in the amount of $787,887.00.

At its May 6, 2025 meeting, Council awarded a contract to Select Electric for an amount not-to-exceed $787,887.00. At the time of award, Council also approved the use of $150,000.00 in Development Impact Fees (DIF), $350,000.00 of Los Angeles County Metropolitan Transportation Authority (Metro) reimbursable grant, and $300,000.00 of Metro local Measure R to fund the project.

While all three funding sources were properly allocated to the project expense account during fiscal year (FY) 24/25, because the project is ongoing, funds need to be rolled over to the current fiscal year. At the start of FY 25/26 only the DIF and Metro grant funds were allocated to the proper project expense accounts. Metro has approved PW1667 and allotted local Measure R funds for use in FY 25/26.

Staff therefore, recommends Council adopt Resolution No. 25-094 to allocate the Metro local Measure R funds to the PW1667 project expense account for this fiscal year.

V. FISCAL IMPACT

The awarded contract with Select Electric for construction of PW1667 is for an amount-not-to-exceed $787,887.00. The project is funded by Development Impact Fee (DIF) Traffic funds in the amount of $150,000.00, Los Angeles County Metropolitan Transportation Authority (Metro) reimbursable grant in an amount of $350,000.00, and local Measure R funds in the amount of $300,000.00.

Metro has approved PW1667 and funds are available for contractor work related to the project. While use of the funds was approved by council at its May, 6, 2025 meeting, the Measure R funds were not placed into the proper expense account for FY 25/26. If the recommendation is approved by council, the local Measure R funds will be allocated to the special revenue Measure R expense account 254-80-820-904-8023 per Resolution No. 25-094.

VI. EXHIBITS

1. Resolution No. 25-094

Attachments

Exhibit 1. Resolution 25-094.pdf

RESOLUTION NO. 25-094

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 has been allotted local Measure R funds from Metropolitan Transportation Authority (Metro) in the amount of $300,000.00 for Capital Improvement Project PW1667 - Upgrade Existing Traffic Signal – Avalon Boulevard at Gardena Boulevard; and

WHEREAS, Council awarded a contract to Select Electric, Inc. for an amount-not-to-exceed $787,887.00 at its May 6, 2025 meeting; and

WHEREAS, Council also approved funding the project via several funding sources including the local Measure R funds; and

WHEREAS, the local Measure R funds for PW1667 were not allocated to the project expense account for FY 2025-26; and

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 to increase the project expenditure accounts by the reimbursable local Metro Measure R funds.

Account	Description	Increase/(Decrease)
254-80-820-904-8023-PW1667	CIP – Traffic Signal	$300,000.00

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 September 2, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 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. 25-094 adopted by the City of Carson City Council at its meeting held on September 2, 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, September 2, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 40.

To: Honorable Mayor and City Council

From: McKina Alexander, Planning Manager CD Planning

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-065, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RATIFYING ADOPTION OF THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN AND APPROVAL OF AN AMENDMENT TO THE CITY'S GENERAL PLAN, IN THE COMMUNITY SERVICES, EDUCATION AND SAFETY ELEMENT, RELATED TO THE CITY'S ADOPTION OF THE CITY OF CARSON 2024 HAZARD MITIGATION PLAN, WITH MINOR CLARIFYING TEXT EDITS" (CITY COUNCIL)

I. SUMMARY

On March 25, 2025, the Planning Commission held a duly noticed public hearing and adopted Resolution No. 25-2884 (Attachment 1), recommending City Council approval of the City of Carson 2024 Hazard Mitigation Plan (2024 LHMP) and adoption of a General Plan Amendment to the Community Services, Education and Safety Element of the City's General Plan (Safety Element) to incorporate the 2024 LHMP.

On April 1, 2025, the City Council adopted Resolution No. 25-020 adopting the 2024 LHMP and approving the General Plan Amendment. (Attachment 2).

On May 12, 2025, a notice of public hearing was issued in anticipation of presenting a cleanup item to the City Council on June 17, 2025, related to the April 1, 2025 action, including the General Plan Amendment. However, staff determined that the notice was prematurely issued.

On June 17, 2025, at staff's request, the City Council opened and continued the public hearing to its regular meeting on September 2, 2025. The cleanup item is now ready for Council's consideration of approval.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the continued Public Hearing, TAKE public testimony, and CLOSE the Public Hearing; and
2. WAIVE further reading and ADOPT Resolution No. 25-065, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RATIFYING ADOPTION OF THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN AND APPROVAL OF AN AMENDMENT TO THE CITY'S GENERAL PLAN, IN THE COMMUNITY SERVICES, EDUCATION AND SAFETY ELEMENT, RELATED TO THE CITY'S ADOPTION OF THE CITY OF CARSON 2024 HAZARD MITIGATION PLAN, WITH MINOR CLARIFYING TEXT EDITS".

III. ALTERNATIVES

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

IV. BACKGROUND

A Local Hazard Mitigation Plan (LHMP) identifies potential risks and vulnerabilities while outlining long-term strategies to protect people, property, and the environment.

In 2000, Congress passed the Disaster Mitigation Act, which mandates that local governments reduce risks from natural hazards through mitigation planning to be eligible for FEMA funding before and after a disaster. Every five years, the LHMP must be updated to remain eligible for certain grant funds pursuant to the Disaster Mitigation Act of 2000. Also, in order for California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects, adoption of their current, FEMA-approved LHMPs must be incorporated into the Safety Element of their General Plan in compliance with AB 2140.

In addition to establishing and adopting pre-disaster mitigation measures that reduce property damage and the risks to public health and safety posed by natural hazards, the 2024 LHMP includes steps to mitigate or eliminate long-term risks to human life and property, as defined by FEMA. This includes hazard identification, impact and vulnerability assessments, setting mitigation goals, and selecting and prioritizing mitigation strategies for implementation. The 2024 LHMP also documents the planning process, identifies the hazards and vulnerabilities specific to the City, and outlines strategies to reduce these risks while improving resilience and sustainability.

To remain eligible for grant funding and ensure compliance with Federal and State law as well as clarity of the City's General Plan, the recommendation is for City Council to adopt Resolution No. 25-065, finding the action is not subject to CEQA review and ratifying adoption of the 2024 LHMP (Attachment 5) and ratifying approval of the General Plan Amendment incorporating the 2024 LHMP with certain minor, clarifying edits to the text of the Safety Element (Attachment 3). The Safety Element text amendments, inclusive of City Council Resolution No. 25-020 and the proposed Resolution No. 25-065, are shown in Attachment 4.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Planning Commission Resolution No. 25-2884 (adopted, without attachments)
2. City Council Resolution No. 25-020 (adopted, without attachments)
3. City Council Resolution No. 25-065 (draft)
4. General Plan Text Amendment
5. City of Carson 2024 Hazard Mitigation Plan (2024 LHMP) (link)

Attachments

Attachment 1 Planning Commission Resolution No. 25-2884

Attachment 2 City Council Resolution No. 25-020.pdf

Attachment 3 Draft Council Resolution No. 25-065.pdf

Attachment 4 General Plan Text Amendment

Attachment 5 - 2024 LHMP.pdf

CITY OF CARSON

PLANNING COMMISSION

RESOLUTION NO. 25-2884

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING ADOPTION OF THE 2024 LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF CARSON AND AMENDING THE COMMUNITY SERVICES, EDUCATION AND SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S 2024 LOCAL HAZARD MITIGATION PLAN IN ACCORDANCE WITH ASSEMBLY BILL NO. 2140

WHEREAS, the City of Carson recognizes the threat that natural and human-induced hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local or Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan with the City of Carson and Special Districts along with other stakeholders; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the 2024 Local Hazard Mitigation Plan and approve it contingent upon this official adoption of the participating governing body; and

WHEREAS, passed in 2006, AB No. 2140 allows California counties and cities to adopt their current, FEMA-approved 2024 Local Hazard Mitigation Plan into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA); and

WHEREAS, to obtain compliance with AB No. 2140 and to be considered for future funding through the CDAA, the Planning Commission recommends to the City Council to amend the Community Services, Education and Safety Element, of the 2040 General Plan; and

WHEREAS, adoption of a minor amendment to the Safety Element of the General Plan will not result in a significant negative impact to the environment and is exempt from environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines; and

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and the same are incorporated herein by reference as findings of fact based on the entire administrative record.

SECTION 2. The Planning Commission finds as follows:

a) The proposed General Plan Amendment is consistent with the Carson 2040 General Plan and all applicable specific plans for the purpose of updating our City's LMHP every 5 years.

b) The proposed General Plan Amendment is recommended because it will, among other things:

    1. Update our Community Services, Education and Safety Element to the latest Local Hazard Mitigation Plan as approved by CALOES and FEMA

    2. Allow the City to be eligible for additional state cost-sharing on eligible Public Assistance projects in accordance with AB No. 2140

SECTION 3. Based on its independent review of the analysis set forth in the staff report and incorporated herein by this reference as a finding of fact, and the administrative record as a whole, pursuant to CEQA Guidelines Section 15060(c)(2) and 15061(b)(3), the Planning Commission, in the exercise of its independent judgment, hereby recommends that the City Council find that the adoption of the proposed General Plan amendment is exempt from review under the California Environmental Quality Act (CEQA) is not considered a "Project" under CEQA Guidelines Section 15060(c)(2) because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and also under the "common sense" exemption in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the adoption of the proposed code amendment may have a significant effect on the environment. A Notice of Exemption shall be filed with the County Clerk of the Count of Los Angeles pursuant to the California Environmental Quality Act.

SECTION 4. Based on the foregoing, the Planning Commission hereby recommends that the City Council Adopt the Resolution to amend the 2040 General Plan, Safety Element, as set forth hereto and incorporate by reference and adopt the City of Carson 2024 Local Hazards Mitigation Plan and by reference in accordance with the requirements of AB No. 2140; and

SECTION 5. If approved, direct staff to submit this Resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirement of AB No. 2140.

SECTION 6. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 25th day of March 2025.

DIANNE THOMAS
CHAIRPERSON

ATTEST:

LAURA GONZALEZ
PLANNING SECRETARY

RESOLUTION NO. 25-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE 2024 LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF CARSON AND AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S 2024 LOCAL HAZARD MITIGATION PLAN IN ACCORDANCE WITH ASSEMBLY BILL 2140

WHEREAS, the City of Carson recognizes the threat that natural and human-induced hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local or Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan with the City of Carson and Special Districts along with other stakeholders; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the 2024 Local Hazard Mitigation Plan and approve it contingent upon this official adoption of the participating governing body; and

WHEREAS, passed in 2006, AB 2140 allows California counties and cities to adopt their current, FEMA-approved 2024 Local Hazard Mitigation Plan into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA); and

WHEREAS, to obtain compliance with AB 2140 and to be considered for future funding through the CDAA, the City Council amends Safety Element, of the 2040 General Plan; and

WHEREAS, adoption of a minor amendment to the Safety Element of the General Plan will not result in a significant negative impact to the environment and is exempt from

environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, on March 25, 2025, at a duly noticed public hearing, the City's Planning Commission considered City's adoption of this Resolution No . 25-020 and recommended that the City Council approve the same.

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

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. Approve the City of Carson 2024 Local Mitigation Hazard Plan, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 3. Approve the amendment to the 2040 General Plan, Safety Element, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B."

SECTION 4. Direct staff to submit this Resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirement of AB 2140.

SECTION 5. The City Manager and City Clerk, or their designees, 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 6. 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 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of April, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

2024 Local Mitigation Hazard Plan

See Attached

EXHIBIT “B”

Amendment to 2040 General Plan, Safety Element

See Attached

RESOLUTION NO. 25-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING ADOPTION OF THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN AND APPROVAL OF AN AMENDMENT TO THE CITY'S GENERAL PLAN, IN THE COMMUNITY SERVICES, EDUCATION AND SAFETY ELEMENT, RELATED TO THE CITY'S ADOPTION OF THE CITY OF CARSON 2024 HAZARD MITIGATION PLAN, WITH MINOR CLARIFYING TEXT EDITS

WHEREAS, on March 25, 2025, the Planning Commission held a duly noticed public hearing to consider a recommendation to the City Council concerning adoption of the City of Carson 2024 Hazard Mitigation Plan ("2024 LHMP") and approval of an amendment the Community Services, Education and Safety Element of the City's General Plan ("Safety Element") to incorporate the 2024 LHMP (the "General Plan Amendment"). Following the hearing, the Planning Commission adopted Planning Commission Resolution No. 25-884, recommending City Council approval of the 2024 LHMP and adoption of the General Plan Amendment; and

WHEREAS, on April 1, 2025, the City Council adopted Resolution No. 25-020, thereby adopting the 2024 LHMP and approving the General Plan Amendment; and

WHEREAS, certain minor cleanup edits are needed with regard to the General Plan Amendment to clarify the amended text of the Safety Element, as provided herein; and

WHEREAS, the City has complied with all applicable requirements of Senate Bill (SB) 18 (Government Code § 65352.3) with respect to tribal notification and consultation regarding the General Plan Amendment and this Resolution No. 25-065. No consultation was requested by any of the tribes within the applicable timeframe; and

WHEREAS, on September 2, 2025, the City Council held a duly noticed public hearing to consider ratifying its April 1, 2025, adoption of the 2024 LHMP and approval of the General Plan Amendment with the clarifying edits pursuant to this Resolution; and

WHEREAS, having completed the SB 18 process and the public hearing, the City Council now sees fit to ratify its April 1, 2025, adoption of the 2024 LHMP and approval of the General Plan Amendment with the clarifying edits provided herein; and

WHEREAS, all of the legal prerequisites to adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and the same are incorporated herein by reference as findings of fact.

SECTION 2. The City Council further finds as follows:

A. The findings set forth in City Council Resolution No. 25-020 are hereby made and incorporated as though set forth in full herein.

B. The General Plan Amendment is consistent with the City's General Plan, including the Safety Element, which states that Local Hazard Mitigation Plans must be updated and re-submitted for FEMA approval every five years to maintain eligibility for funds. The General Plan Amendment maintains internal consistency of the General Plan.

C. The General Plan Amendment updates the Safety Element to reflect and incorporate the 2024 LHMP, which was adopted by the City Council on April 1, 2025, pursuant to Resolution No. 25-020.

SECTION 3. The City Council finds as follows with respect to applicability of CEQA:

Pursuant to CEQA Guidelines Section 15060(c)(2) and 15378, the City's approval of the General Plan Amendment and this Resolution is not subject to review under the California Environmental Quality Act (CEQA). The action does not constitute a CEQA "project" because it does not have a potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. In the alternative, in the event it is determined that the City's approval of the General Plan Amendment and/or this Resolution is a CEQA "project," the City Council finds that the activity in question is exempt from CEQA review under the "common sense" exemption in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that approval of the General Plan Amendment or this Resolution may have a significant effect on the environment. The General Plan Amendment consists only of replacement of a link and a minor text amendment in the Safety Element to refer to the City's adopted 2024 LHMP instead of the City's prior 2013 Natural Hazards Mitigation Plan.

SECTION 4. Based on the foregoing, the City Council hereby: (i) ratifies and approves adoption of the 2024 LHMP available at City of Carson Hazard Mitigation Plan 2024 - With Appendices.pdf and on file with the City; and (ii) ratifies and approves the General Plan Amendment to make the following changes to the Safety Element of the City's General Plan: (a) change the text of the paragraph under the heading "Relationship to Natural Hazard Mitigation Action Plan" on page 7-2 to read as follows: "The Local Hazard Mitigation Plan (LHMP)[1] was adopted in 2025. In accordance with the Disaster Mitigation Act of 2000 and Assembly Bill 2140, the LHMP provides a list of activities that may assist the City in reducing risk and preventing loss from future hazard events, as well as identifies essential facilities (facilities vital to government response and recovery activities) and critical facilities (facilities that, if damaged, could cause secondary impacts, such as hazardous materials facilities) to increase preparedness. The action items address multi-hazard issues, as well as activities for earthquakes, floods, and windstorms. While the General Plan provides an overview of the environmental and anthropogenic hazards that affect Carson, the LHMP provides greater analysis, context, and mitigation strategies into these hazards."; and (b) replace the

link associated with footnote 1 in the first sentence of the aforementioned paragraph on page 7-2 to "City of Carson Hazard Mitigation Plan 2024 - With Appendices.pdf", which is a link the 2024 LHMP.

SECTION 5. 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 6. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND **ADOPTED** THIS 2ND DAY OF SEPTEMBER, 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

Attachment 3

(Text for change is highlighted in Red)



The Community Services, Education, and Safety Element outlines policies to enhance the quality of life and improve safety for Carson residents such that they:

- Sustain and improve the community's social, economic, aesthetic, and environmental health;
- Promote a safe and healthy environment;
- Identify and mitigate hazards facing the community;
- Enhance Carson's environmental quality; and
- Support community facilities and education opportunities for all residents.

RELATIONSHIP TO STATE LAW

State law under Government Code Section 65302(g) requires general plans to include a safety element to identify and address hazards for the protection of the community. In accordance with State law, this chapter addresses seismic and geologic-related hazards, flood hazards, wildland and fire hazards, evacuation routes, and other hazardous materials.

RELATIONSHIP TO NATURAL HAZARD MITIGATION ACTION PLAN

In accordance with the Disaster Mitigation Act of 2000, the City adopted a Natural Hazards Mitigation Plan[1] in 2013 which includes resources and information to assist residents, public and private sector organizations, and others interested in participating in planning for natural, man-made, and technological hazards. The Mitigation Plan provides a list of activities that may assist the City in reducing risk and preventing loss from future hazard events, as well as identifies essential facilities (facilities vital to government response and recovery activities) and critical facilities (facilities that, if damaged, could cause secondary impacts, such as hazardous materials facilities) to increase preparedness. The action items address multi-hazard issues, as well as activities for earthquake, flood, and windstorm. While the General Plan provides an overview of the environmental and anthropogenic hazards that affect Carson, the Mitigation Plan provides greater analysis, context, and mitigation strategies into these hazards.

1 https://ci.carson.ca.us/content/files/pdfs/publicsafety/NaturalHazardsMPlan/CarsonHazMit091013.pdf

Proposed Text:

The Local Hazard Mitigation Plan (LHMP)[1] was adopted in 2025. In accordance with the Disaster Mitigation Act of 2000 and Assembly Bill 2140, the LHMP provides a list of activities that may assist the City in reducing risk and preventing loss from future hazard events, as well as identifies essential facilities (facilities vital to government response and recovery activities) and critical facilities (facilities that, if damaged, could cause secondary impacts, such as hazardous materials facilities) to increase preparedness. The action items address multi-hazard issues, as well as activities for earthquakes, floods, and windstorms. While the General Plan provides an overview of the environmental and anthropogenic hazards that affect Carson, the LHMP provides greater analysis, context, and mitigation strategies into these hazards.

City of Carson Hazard Mitigation Plan 2024 - With Appendices.pdf

ATTACHMENT 5 - CITY OF CARSON 2024 HAZARD MITIGATION PLAN

See: City of Carson Hazard Mitigation Plan 2024 - With Appendices.pdf

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 2, 2025, 5:00 PM

DISCUSSION 41.

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 August 5, 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 - September 2, 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, 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
Waddis, Dorcas (LDH)*	Community Representative	06-17-25	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
Vacant (LDH)**			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
Vacant (LDH)	Alt. 2		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, September 2, 2025, 5:00 PM

DISCUSSION 42.

To: Honorable Mayor and City Council

From: Christopher Palmer, Economic Development Manager

Subject: CONSIDERATION OF APPOINTMENTS TO THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) SEATS REPRESENTED BY CITY OF CARSON BUSINESS SECTOR MEMBERS

I. SUMMARY

The City of Carson forms part of the South Bay Workforce Investment Board (SBWIB). Based upon the composition of the SBWIB, the City of Carson is entitled to five (5) private sector business seats, two of which recently have termed out. Currently there are two available seats for appointment for the term of July 1, 2025 to June 30, 2027, of which the SBWIB is seeking appointments.

II. RECOMMENDATION

TAKE the following actions:

1. APPOINT Darren Embry, Vice President of Community Development for Faring to the South Bay Workforce Investment Board for the term expiring June 30, 2027
2. APPOINT Shawn Webb, President for FlightWave Aerospace to the South Bay Workforce Investment Board for the term expiring June 30, 2027

III. ALTERNATIVES

1. APPOINT another private industry representative for these seats.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On July 1, 2007, the City of Carson became part of the South Bay Workforce Investment Board. The purpose of the SBWIB is to ensure the involvement of business private sector individuals in workforce development activities. The SBWIB also oversees a local cooperative relationship with the Participating Cities that will most effectively satisfy the labor demand needs of the business community and enhance the economic well-being of individuals in need of workforce development services. The governing body is composed of business, labor and community members representing each city. Members are expected to attend quarterly board meetings in addition to one quarterly committee meeting in which they are assigned.

V. FISCAL IMPACT

None.

VI. EXHIBITS

None.