

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



**TUESDAY, FEBRUARY 4, 2024
701 East Carson Street
City Hall**

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, Mayor Pro Tem and District 1 Councilmember

Cedric L. Hicks, Sr., 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)

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 tools for forging sound decisions*

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 City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or any email received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR WALTER TUCKER, III FROM TRUTH AND LOVE CHRISTIAN CHURCH

CLOSED SESSION (Items 2 - 5)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

2. CONFERENCE WITH 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 AME, CPSA, and, AFSCME Local 809 and 1017 as well as Unclassified Management.

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

— Pursuant to Government Code Section 54956.9(d)(1), Grippo v. City of Carson, (LACSC Case No. 24CMCV00368)

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: 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.

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 2 case(s)

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 6 - 7)

6. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION
7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Items 8 - 11)

8. CERTIFICATE OF APPRECIATION TO THE RECENTLY OPENED IN-N-OUT BURGER IN THE CITY OF CARSON
9. PROCLAMATIONS RECOGNIZING FEBRUARY AS BLACK HISTORY MONTH
10. PROCLAMATIONS RECOGNIZING FEBRUARY AS AMERICAN HEART MONTH
11. PROCLAMATIONS RECOGNIZING FEBRUARY 1ST - 7TH AS WOMEN'S HEART WEEK

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 more than three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES (Item 12)

12. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: JANUARY 21, 2025 (CITY COUNCIL)
RECOMMENDED ACTION
— APPROVE the minutes as listed.

CONSENT (Items 13 - 22)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

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

13. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION
— RECEIVE and FILE this report.
14. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
— RECEIVE and FILE this report.

15. CONSIDER APPROVING RESOLUTION 25-016 TO AFFIRM THAT BIRTHRIGHT CITIZENSHIP IS CONSTITUTIONAL RIGHT IN THE UNITED STATES OF AMERICA (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE Resolution 25-016

16. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING NOVEMBER 30, 2024, AND DECEMBER 31, 2024 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report

17. CONSIDER ADOPTING RESOLUTION NO. 25-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$6,492,009.15, DEMAND CHECK NUMBERS 177124 THROUGH 177447 FOR GENERAL DEMAND AND THE AMOUNT OF \$2,455.00, CHECK NUMBER 1291 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-015, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$6,492,009.15, DEMAND CHECK NUMBERS 177124 THROUGH 177447 FOR GENERAL DEMAND AND THE AMOUNT OF \$2,455.00, CHECK NUMBER 1291 FOR CO-OP AGREEMENT DEMANDS".

18. CONSIDER APPROVING AN INCREASE TO THE APPROVED FISCAL YEAR SPEND WITH AMAZON FOR MATERIALS AND SUPPLIES (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE the formal bidding procedures as defined by CMC Section 2610, as allowed by CMC Section 2611(g) (Cooperative Purchasing).
- 2. AUTHORIZE the City to make purchases of materials, supplies and equipment from Amazon Business in a cumulative amount not to exceed \$200,000 per fiscal year, throughout the term of the approved cooperative agreement.

19. COMPLETION AND FILING OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE the FY2023-2024 Annual Comprehensive Financial Report

20. CONSIDER AWARDING CONTRACT SERVICES AGREEMENTS TO AMERICAN SOCCER COMPANY, INC., BUDDY'S ALLSTARS, AND TRIANGLE SPORTS INC. FOR ON-CALL PURCHASES OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE any irregularities in the proposals received, pursuant to CMC 2611(l)(2); and
- 2. AWARD and APPROVE a three-year on-call Contract Services Agreement, with two (2) one-year extensions at the the City's discretion, to AMERICAN SOCCER COMPANY, INC., dba Score Sports, for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of \$900,000 for the initial three-year contract term (Exhibit No. 1; the "ASC Contract"); and
- 3. AWARD and APPROVE a three-year on-call Contract Services Agreement, with two (2) one-year extensions at the the City's discretion, to BUDDY'S ALLSTARS, for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of \$900,000 for the initial three-year contract term (Exhibit No. 2; the "Buddy's AllStars Contract"); and
- 4. AWARD and APPROVE a three-year on-call Contract Services Agreement, with two (2) one-year extensions at the City's discretion, to TRIANGLE SPORTS INC., for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of \$900,000 for the initial three-year contract term (Exhibit No. 3; the "Triangle Sports Contract"); and
- 5. AUTHORIZE the Mayor to execute the ASC contract, the Buddy's AllStars Contract, and the Triangle Sports Contract, following approval as to form by the City Attorney.

21. CONSIDER AWARDING A FIVE-YEAR CONTRACT SERVICE AGREEMENT WITH BARR & CLARK, INC. TO PROVIDE ENVIRONMENTAL TESTING FOR HOUSING DIVISION REHABILITATION PROGRAMS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE a contract with Barr & Clark, Inc. for a three (3) year term in an amount not to exceed \$30,000, with the option for two (2) additional one-year terms, for a maximum of five (5) years.
- 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

22. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT 1783, DELFORD AVENUE CULVERT REPLACEMENT (CITY COUNCIL).

RECOMMENDED ACTION

- 1. ACCEPT as complete Project No. 1783: Delford Avenue Culvert Replacement.
- 2. AUTHORIZE staff to file a Notice of Completion with the LA County Recorder's office.

SPECIAL ORDERS OF THE DAY

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

DISCUSSION (Item 23)

23. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
- 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;
- 3. CONSIDER and APPOINT members to City Affiliated Organizations;
- 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
- 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ORDINANCE SECOND READING (Items 24 - 25)

24. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2501, AN ORDINANCE ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES (CITY COUNCIL)

RECOMMENDED ACTION

- 1. CONDUCT a second reading, by title only and with full reading waived, and
- 2. ADOPT Ordinance No. 25-2501, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES."

25. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2502, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) 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 EXCLUDE BODY SCULPTING FROM DEFINITION OF MESSAGE" (CITY COUNCIL)

RECOMMENDED ACTION

- 1. CONDUCT a Second Reading by title only and with full reading waived, and
- 2. ADOPT, Ordinance No. 25-2502, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) 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 EXCLUDE BODY SCULPTING FROM DEFINITION OF MESSAGE"

MEMORIAL ADJOURNMENTS

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

ADJOURNMENT

Date Posted: January 29, 2025



CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING JANUARY 21, 2025 5:00 P.M.

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

The meeting was called to order at 5:04 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton, Council Member/Agency Member/Authority Board Member Jim Dear, Council Member/Agency Member/Authority Board Member Cedric Hicks, Sr., and Council Member/Agency Member/Authority Board Member Arleen Rojas

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; Saied Naaseh, Director of Community Development; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; and Nora Garcia, Director of Public Safety

FLAG SALUTE

Council Member/Agency Member/Authority Board Member Hicks, Sr. led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR REGINALD SAYLOR FROM NEW HOLY TEMPLE CHURCH OF GOD OF CHRIST- 5:07 PM

Pastor Reginald Saylor gave the invocation.

CLOSED SESSION (Items 2 - 4)

2. 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 two cases.

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: 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: Did not take up Item No. 3.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators, regarding labor negotiations with AME, CPSA, and AFSCME Local 809 and 1017 as well as Unclassified Management.

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 5:09 P.M. by Mayor/Agency Chairman/Authority Chairman, Davis-Holmes to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)- 6:02 PM

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)- 6:07 PM

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

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

The meeting was reconvened at 6:16 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present except Hicks, Sr. absent.

(Council Member/Agency Member/Authority Board Member Hicks, Sr. exited the meeting during Closed Session due to a family emergency.)

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:17 PM

Captain Norman reported/announced the following:

- Thanked Mayor Davis-Holmes for the letter of support to the Sheriff Department.
- Sheriff Department has been working on the Altadena and Palisades fires. They have been on a 12/12 schedule since January 11th. As needed, they may deploy four or five deputies as requested.
- Assault with a deadly weapon took place on January 18th. One arrest has been made. The investigation is ongoing.
- Met with Director Nora Garcia on January 14th to discuss traffic details and additional meetings will be taking place
- Thanked Director Garcia and staff for the generous snacks provided

- Summarized the recent law enforcement activities and crime statistics
- Fires are still ongoing, but they hope to have them under control in the next couple of days.

Mayor Davis-Holmes asked Captain Norman to coordinate with staff schedules for meals for the deputies.

Council Member Dear asked about a shooting that took place about a year ago where an arrest was made but the District Attorney decided not to prosecute. He wanted to know if this would be the case again with the recent arrest. Captain Norman responded to his question.

PRESENTATION

Mayor Davis-Holmes announced the 90th Birthday of Joyce Marie P. Stephens from Delta Sigma Theta Los Angeles South Bay Alumnae Chapter with members present. She invited everyone to sing the Happy Birthday song and presented a Certificate of Recognition to Joyce Marie P. Stephens who accepted with words of gratitude.

PRESENTATIONS (Items 6 - 10)

6. PROCLAMATION RECOGNIZING MARTIN LUTHER KING JR. DAY (1/20/25)- 7:06 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged the Martin Luther King, Jr. (MLK) Democratic Club. She read and presented a proclamation to President, Dr. Essie Preston who accepted with words of gratitude.

7. INTRODUCTION OF NEW CAL STATE DOMINGUEZ HILLS INTERNS - 6:57 PM

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

Assistant City Manager, Dr. Lennox introduced Brenda Cubillo, new Human Resources Manager.

Joi Griffin, Typist Clerk II, gave a PowerPoint presentation of the 2024-2025 California State University Dominguez Hills (CSUDH) Administrative Internship Program and shared words of her experience when she was an intern. She introduced the new interns who were present.

Photo taken of Mayor and City Council with the interns and Human Resources Department staff who were present.

PRESENTATION

Cal Water Service representative Kevin McCusker, Director of Government and Community Affairs, introduced his colleagues Kimberly Caballero and Richard Garcia. He gave a PowerPoint presentation of Cal Water Services Investing in Our Communities.

8. KEY TO THE CITY PRESENTATION TO JOHN SINGSON IN RECOGNITION OF HIS DISTINGUISHED COMMUNITY SERVICE, ENTREPRENEURSHIP, AND LEADERSHIP IN THE CITY OF CARSON- 6:38 PM

Item No. 8 was heard after Item No. 6.

Mayor Davis-Holmes presented Key to the City to John Singson. Council Member Rojas read the Key to the City recognition. John Singson offered words of gratitude and introduced his wife Diamond. Photos were taken.

9. PROCLAMATION AND CERTIFICATE OF RECOGNITION TO ANSCHUTZ ENTERTAINMENT GROUP AND THE LOS ANGELES GALAXY CELEBRATING THEIR WESTERN CONFERENCE CHAMPIONSHIP AND MAJOR LEAGUE SOCCER CUP CHAMPIONSHIP FOR THE 2024 SEASON- 6:44 PM

Mayor Davis-Holmes announced the Los Angeles Galaxy championship. Council Member Rojas read the proclamation.

Mayor Davis-Holmes presented the proclamation to Tom Braun who received the proclamation on behalf of LA Galaxy and offered words of gratitude.

Mayor Davis-Holmes presented Certificate of Recognition to Katie Pandolfo and Tamela Lewis.

Mayor Pro Tempore, Dr. Hilton read the proclamation, presented to Katie Pandolfo and Tamela Lewis who received the proclamation on behalf of Anschutz Entertainment Group (AEG) and offered words of gratitude. LA Galaxy mascot Cozmo was present.

10. PRESENTATION FROM Z&K CONSULTANTS, INC. ON PROPOSED CIVIC CENTER REDEVELOPMENT SPECIFIC PLAN PROCESS- 7:21 PM

(Council Member/Agency Member/Authority Board Member Hicks, Sr. reentered the meeting.)

Item No. 10 was heard after the Cal Water presentation.

Brittany Duhn, Project Manager with Z&K Consultants, introduced herself and introduced Larry Schlossberg with Gruen Associates, who gave a presentation with photos of the rendering of new buildings on the proposed Civic Center Redevelopment Specific Plan Process.

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

None.

APPROVAL OF MINUTES (Item 11)

11. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: JANUARY 7, 2025 (CITY COUNCIL)- 7:58 PM

Item No. 11 was heard after Item No. 30.

RECOMMENDED ACTION

— APPROVE the minutes as listed.

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

CONSENT (Items 12 - 27)

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

12. CONSIDER APPROVAL OF RESOLUTION 25-014 TO AUTHORIZE A LEGISLATIVE SUBPOENA FROM THE CITY OF CARSON TO PHILLIPS 66 COMPANY (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. APPROVE Resolution 25-014 and the related Legislative Subpoena.

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER AWARDED A CONTRACT SERVICES AGREEMENT TO Z&K CONSULTANTS, INC. TO DEVELOP A SPECIFIC PLAN FOR THE CARSON CIVIC CENTER AND ADOPT RESOLUTION NO. 25-007 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE PROJECT NO. PW1796 - CARSON CIVIC CENTER REDEVELOPMENT (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Contract Services Agreement to Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan, at a not-to-exceed sum of \$550,000 for the contract term; and

— 2. AUTHORIZE the Mayor to execute the Z&K Consultants, Inc. Contract Services Agreement, following approval as to form by the City Attorney; and

— 3. ADOPT Resolution No. 25-007 "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE PROJECT NO. PW1796 - CARSON CIVIC CENTER REDEVELOPMENT"

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF CARSON AND CBJ, LP DBA LOS ANGELES BUSINESS JOURNAL (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

- 1. APPROVE the proposed Amendment No. 1 between the City of Carson and CBJ, LP DBA Los Angeles Business Journal.
- 2. AUTHORIZE the Mayor to execute the Amendment following approval as to form by the City Attorney.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER ADOPTING RESOLUTION NO. 25-01-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028 (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-01-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028".

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER ADOPTING RESOLUTION NO. 25-008, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,379,449.46, DEMAND CHECK NUMBERS 177061 THROUGH 177123 FOR GENERAL DEMAND (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-008, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,379,449.46, DEMAND CHECK NUMBERS 177061 THROUGH 177123 FOR GENERAL DEMAND".

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER ADOPTING RESOLUTION NO. 25-01-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940 (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-01-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940"

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF RESOLUTION NO. 25-003 TO INCREASE THE AVAILABLE FUNDS OF THE REVOLVING FUND FOR TRAVEL/CONFERENCES (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Resolution No. 25-003, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, INCREASING THE AMOUNT OF THE REVOLVING FUND

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF NOVEMBER AND DECEMBER 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— RECEIVE and FILE this information.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER APPROVAL OF AMENDMENT NO.1 TO THE PURCHASING AND MAINTENANCE SERVICES AGREEMENT WITH MISSION CRITICAL INFORMATION SYSTEMS INC. (MCIS) (C22-045) FOR INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM AND MAINTENANCE SERVICE (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to add products and services to the Scope of Services for an additional amount of \$113,740.31 thereby increasing the total not to exceed contract sum to \$333,674.85.

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

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER APPROVING AN INCREASE TO THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL (LADACC) CONTRACT (C19-104) AND ADOPTION OF RESOLUTION NO. 25-002, APPROVING THE BUDGET TRANSFER IN FISCAL YEAR 2024-2025 IN THE PUBLIC SAFETY BUDGET TO INCREASE THE ANIMAL CONTROL CONTRACT BUDGET (CITY COUNCIL) - 7:59 PM

RECOMMENDED ACTION

- 1. APPROVE an increase to the Animal Care and Control (LADACC) contract.
- 2. ADOPT Resolution No. 25-002, A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING THE FISCAL YEAR 2024-2025 BUDGET TRANSFER FOR PUBLIC SAFETY TO INCREASE CONTRACT BUDGET FOR THE ANIMAL CONTROL CONTRACT (C-19-104) BY \$270,000.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER (1) ADOPTING RESOLUTION NO. 25-001 AMENDING THE FISCAL YEAR 2024/25 BUDGET AND (2) APPROVING A CONTRACT WITH R3 PAINTING, FOR REPAIRS TO THE DEL AMO PARK MAIN BUILDING FLOORS FUNDED BY A LOS ANGELES COUNTY PROPOSITION A MAINTENANCE & SERVICING ALLOCATIONS GRANT ON A REIMBURSEMENT BASIS (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

- 1. ADOPT Resolution No. 25-001, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND AND SPECIAL REVENUE BUDGET";
- 2. APPROVE the attached Public Works Agreement between the City of Carson and R3 Painting (Exhibit No. 2; "Agreement");
- 3. AUTHORIZE the Mayor and/or City Manager to execute the Agreement following approval as to form by City Attorney; and or designee, to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Agreement work out of the Proposition A Maintenance & Servicing grant funding.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER (1) APPROVING AN AGREEMENT WITH HERK EDWARDS INC. FOR REMOVING AND INSTALLING BLEACHERS AT VETERANS SPORTCOMPLEX AND (2) APPROVING A PURCHASE AGREEMENT WITH HERK EDWARDS INC. FOR PURCHASE OF NEW BLEACHERS, FUNDED BY A LOS ANGELES COUNTY MEASURE A ANNUAL ALLOCATION FUNDING GRANT ON A REIMBURSEMENT BASIS; AND (3) ADOPTING RESOLUTION NO. 25-009 AMENDING THE FISCAL YEAR 2024/2025 BUDGET (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

- 1. APPROVE the attached Public Works Agreement between the City of Carson and Herk Edwards Inc. (Exhibit No. 2; "Public Works Agreement");
- 2. AUTHORIZE the Mayor and/or City Manager to execute the Public Works Agreement following approval as to form by City Attorney;
- 3. APPROVE the attached Purchase Agreement between the City of Carson and Herk Edwards, Inc., pursuant to CMC Section 2611(g) (Cooperative Purchasing bidding exemption) and Sourcwell Contract #081523-HSC (Exhibit No. 3; "Purchase Agreement"); and
- 4. AUTHORIZE the Mayor and/or City Manager to execute the Purchase Agreement following approval as to form by City Attorney; and
- 5. 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 Agreement out of the Proposition A Annual Allocation Grant funding.
- 6. ADOPT Resolution No. 25-009, "A RESOLUTION OF THE CITY COUCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024/2025 BUDGET IN THE SPECIAL REVENUE FUNDS"

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER AWARDING A CONTRACT TO SOCAL SURFACES, INC. FOR THE RESURFACING OF VARIOUS OUTDOOR COURTS ALONG WITH THE CONVERSION OF TENNIS COURTS TO PICKLEBALL COURTS (CITY COUNCIL)- 8:00 PM

Council Member Hicks, Sr. asked for a report.

Director Whittiker, Jr. gave a report.

RECOMMENDED ACTION

- 1. AWARD and APPROVE the Public Works Agreement with SoCal Sports Surfaces Inc. to provide resurfacing of various outdoor courts and conversion to pickleball courts in a not-to-

exceed amount of \$383,875.00 (Exhibit No. 1; "Agreement").

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

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER ADOPTION OF RESOLUTION NO. 25-010, A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN FISCAL YEAR 2024-25 FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR AND APPROVAL OF PROPOSED AMENDMENT NO. 2 TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. TO PROVIDE BUILDING AND SAFETY SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— ADOPT Resolution No. 25-010, "A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN THE FISCAL YEAR 2024-25 BUDGET FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR";

— APPROVE Amendment No. 2 to the agreement with Transtech Engineers, Inc., to provide building and safety services for the City of Carson increasing the not-to-exceed amount from \$8,000,000 to \$25,000,000 for a 5-year term expiring in June 20, 2028; AND

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

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO TOTUM CORP AND FCG CONSULTANTS AGREEMENTS TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 with Totum Corp. for Construction Management Construction Inspection services increasing the contract sum by \$400,000 for a total contract sum of \$882,635.00.

— 2. APPROVE Amendment No. 1 with FCG Consultants Corp. for Construction Management Construction Inspection services increasing the contract sum by \$400,000 for a total contract sum of \$882,635.00.

- 3. AUTHORIZE the Mayor to execute contract Amendment No. 1 with Totum Corp. following approval as to form by the City Attorney.
- 4. AUTHORIZE the Mayor to execute contract Amendment No. 1 with FCG Consultants Corp. following approval as to form by the City Attorney.

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER THE APPROVAL AND RATIFICATION OF AGREEMENT FOR SALE OF CREDITS FOR THE REQUIRED MITIGATION MEASURE FOR PROJECT 675 - SEPULVEDA BRIDGE WIDENING PROJECT (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

- 1. APPROVE and RATIFY the Agreement for Sale or Credits between Land Veritas Corp. and the City of Carson for the purchase of credit for \$50,000.
- 2. AUTHORIZE and RATIFY execution of the Agreement with Land Veritas Corp. by the Public Works Director following approval as to form by the City Attorney.

ACTION: Item No. 27 was approved on Consent.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 28 - 32)

28. CONSIDER INTRODUCING ORDINANCE NO. 25-2501, AN ORDINANCE ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES (CITY COUNCIL)- 8:08 PM

RECOMMENDED ACTION

— INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2501, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES."

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 5-0-0-0-0

29. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-2502, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) 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 EXCLUDE BODY SCULPTING FROM DEFINITION OF MASSAGE" (CITY COUNCIL)- 8:10 PM

Revenue Manager Antonio Velasco gave a report.

RECOMMENDED ACTION

— 1. WAIVE further reading and introduce for first reading Ordinance No. 25-2502

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

30. CONSIDER A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, WEST BASIN MUNICIPAL WATER DISTRICT, THE SOUTH BAY WORKFORCE INVESTMENT BOARD, AND THE CITY OF CARSON TO OUTLINE HOW THE PARTIES WILL COLLABORATE TO PROVIDE WORKFORCE DEVELOPMENT OUTREACH THROUGH EQUITABLE ACCESS TO JOB OPPORTUNITIES AND CAREER PATHWAYS TO COMMUNITY MEMBERS OF CARSON, INCLUDING K-12 PATHWAY OUTREACH, INFORMATION SESSIONS, AND INTERNSHIP OPPORTUNITIES THAT PROVIDE INDUSTRY AWARENESS AND WORK READINESS SKILLS (CITY COUNCIL)- 7:29 PM

Item No. 30 was heard after Item No. 10.

Assistant City Manager Raymond gave a report.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited and reentered the meeting.)

Assistant City Manager Raymond introduced representatives from the various agencies who each offered comments about their goals, programs, and partnerships.

RECOMMENDED ACTION

— 1. APPROVE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, WEST BASIN MUNICIPAL WATER DISTRICT, THE SOUTH BAY WORKFORCE

INVESTMENT BOARD, AND THE CITY OF CARSON TO OUTLINE HOW THE PARTIES WILL COLLABORATE TO PROVIDE WORKFORCE DEVELOPMENT OUTREACH THROUGH EQUITABLE ACCESS TO JOB OPPORTUNITIES AND CAREER PATHWAYS TO COMMUNITY MEMBERS OF CARSON, INCLUDING K-12 PATHWAY OUTREACH, INFORMATION SESSIONS, AND INTERNSHIP OPPORTUNITIES THAT PROVIDE INDUSTRY AWARENESS AND WORK READINESS SKILLS

— 2. AUTHORIZE the Mayor to execute the Agreement electronically in a form acceptable to the City Attorney

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

31. CONSIDER ADOPTING URGENCY ORDINANCE 25-2503U AND CONSIDER APPROVING RESOLUTION 25-011 TO SUPPORT THE RELIEF AND RECOVERY EFFORT IN RESPONSE TO THE JANUARY 2025 FIRES IN THE LOS ANGELES AREA (CITY COUNCIL)- 8:14 PM

Council Member/Agency Member/Authority Board Member Hicks, Sr. requested duration of the ordinance for nine months instead of 90 days. Mayor and City Council were in consensus.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if there is a flyer to inform the public regarding donations resulting from fires and to post on the City website. City Manager Roberts, Jr. responded to her question.

RECOMMENDED ACTION

— 1. ADOPT, by a two-thirds affirmative vote of the City Council, Ordinance 25-2503U, "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, STATE OF CALIFORNIA, SUSPENDING MUNICIPAL CODE SECTION 93162.3 FOR THE DURATION OF THIS ORDINANCE"

— 2. APPROVE Resolution 25-011

Motion to adopt Ordinance No. 25-2503U for the duration of nine months and approve Resolution No. 25-011 submitted by Cedric L. Hicks, Sr. seconded by Jim Dear resulting in 5-0-0-0-0.

32. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 8:21 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 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

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued the item to the next meeting.

ORDINANCE SECOND READING

None.

MEMORIAL ADJOURNMENTS

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

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

Victims of the Pacific Palisades & Eaton (Altadena) Wildfires

Robin Anthony Thompson

Luis Andres Brito Suarez

Reginald Bowie

Linda Sims

Armando E. Santana

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested to add Deacon Rodney Nickerson- victim of the Eaton wildfire (KW Tulloss' church member) to the Memorial Adjournment Requests and gave a prayer.

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

This item was heard after Item No. 32.

The following individuals spoke about LGBTQ issues:

- Richard Ponce
- Paul Martinez
- Paul Vallejo

Robert Lesley

Spoke about wildfires, condolences to the Smith family (Gil Smith), concerned with the 15th amendment

Luz Padua

Requested creation of a Disabilities Commission

Brandi Lewin

Commended Mayor and City Council on their work and vision; requested creation of a Disabilities Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to meet with staff to incorporate the idea of a Disabilities Commission into the Human Relations Commission.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member Rojas shared that she missed a lot of city events due to the Palisades fire and thanked everyone for their understanding and supporting all law enforcement. She works for the West Los Angeles Division with the Los Angeles Police Department (LAPD) in the Palisades area.

Council Member Dear requested a future agenda item to consider creation of a Disabilities Committee. Mayor Davis-Holmes stated that the recommendation will be that Brandi Lewin and Luz Padua will meet with the Human Relations Commission to see if it fits under that umbrella. Council Member Dear stated that the need is already there that is why he believes it should be a committee. He believes a committee is a good place to start.

Council Member Hicks, Sr. announced a Town Hall Meeting (District 2) on January 23, 2025, at 6:30 P.M. at the Carson Event Center with guest Neighborhood Housing Services of Los Angeles County partnering with Council Member Rojas (District 4).

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked Council Aide Cac Le to schedule a meeting with Brandi Lewin and Luz Padua to discuss the need for an ad-hoc committee along with Council Aide Brian Legaspi.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton referred to the flyer Operation Carson Cares - Donate to Support Los Angeles Wildfire Victims.

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.

ADJOURNMENT

The meeting was adjourned at 8:54 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

Signature



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council
From: Michael George, Assistant to the City Manager 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

2-4-25 City Council

Name	Description	Status
Carson Lane	20207 S. Avalon Blvd; Existing: Imperial Avalon Mobile Home Park. Proposed: Imperial Avalon Specific Plan by Faring on 27.31 acres, 1,213 dwelling units (653 non-age-restricted multi-family units plus 180 age-restricted senior independent living units plus 380 townhouse units and two sit-down restaurants.	In plan check
Kott property at Avalon and 213 th St.	21140 S. Avalon Blvd: Existing: automobile dealerships and vehicle storage.	Green Law has filed an application for a 100,000 square-foot Tesla Sales, Service, Delivery, and Collision Center. In review. Waiting for applicant's response. Tesla application has been withdrawn. <u>Planning Commission approved a 315 unit residential project including 283 townhomes and 32 very low income affordable rental units.</u>
The District Specific Plan Amendment Carson Goose Owner LLC	The developer, Carson Goose Owner LLC, which was selected by the CRA Board through an RFP process, is proposing 1,567,090 sf of light industrial and 33,800 SQFT of restaurant/retail space on Planning Area 3 (cells 3, 4 and 5.) The site also includes a 22,740-sf dog park, a 3,343-sf performance pavilion, 25,400 sf children's plan area, 19,400 sf botanic garden, a 19,490 sf bioretention garden, a 1,800 sf beer garden, a 2,975-sf sculpture garden, a 4,425 sf water feature and iconic element, a 35,210 sf flex event lawn area, 50,774 sf of planted open spaces, and 52,159 sf of planted buffer areas for a total of 273,906 sf (6.29 acres) of programmed spaces, and open space / amenity areas. There is also a 0.62-acre linear park to the west of the light industrial uses. The total site area is 96 gross acres (85.55 net acres.) The developer has filed for the following applications: Development Agreement, General Plan Amendment, Specific Plan Amendment, Site Plan and Design Review, Noise Variance and Tentative Parcel Map.	In plan check.
Kim Family Trust	21240-21250 Main St. Existing: Empty lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings, at grade parking with associated common and private open space.	In plan check
~~Santiago De Leon~~	~~20926 Jamison St., Existing: Single Family Residence. Proposed: 2 single family residences with associated at grade parking, common and private open space.~~	Approved
~~Ken S. Chea Trust~~	~~21530 Martin St., Existing: Single Family Residence. Proposed: 4 unit residential subdivision.~~	Approved

Name	Description	Status
Golden State Alliance, LLC	138 W. 223 rd St. Existing: Single Family Residence. Proposed: 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
Comfort Properties, LLC	~~140 W 223rd St. Proposed: Single Family Residence. Proposed: 2 detached single family residences, each on their own subdivided lot with associated at grade parking common and private open space.~~	Approved
Starbucks/ Multi-tenant shopping center	~~860 E. Carson St #108-109 Martial Arts studio and mod to shared parking CUP~~	Under Review
In-n-Out	20700 Avalon Blvd. Existing: portion of South Bay Mall parking lot. Proposed: In-n-Out restaurant with indoor and outdoor seating and associated parking (including drive-thru).	~~Under construction~~ opening soon
Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash.	Under Review
21611 Perry Street LLC	21611 S. Perry St. Existing: Empty lot. Proposed: Self storage facility comprised of approximately 120,000 square feet in a mix of one and two-story buildings and a 5,000 square foot retail component. New application submitted requesting 62 residential townhomes units.	New application Planning Commission 2/11/25 ~~In Plan Check~~
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 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls.	Approved
First Industrial Realty Trust	18001 S. Main St. Existing: Gasket Manufacturing Company, Inc. Proposed: one industrial building comprised of approximately 60,000 square feet including 52,000 square feet of warehouse, 7,500 square feet of office space with 40 parking stalls and 8 dock doors.	In Plan Check
Centerpoint Properties Trust	16627 S. Avalon Blvd. Existing; Durham School Services. Proposed: one industrial building comprised of approximately 122,000 square feet including 114,000 square feet of warehouse, 5,000 square feet of office, 2,500 square feet of mezzanine with 107 parking stalls and 24 dock doors.	Construction complete
Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: one industrial building comprised of	Under Review

Name	Description	Status
	approximately 74,060 square feet of warehouse with 72 onsite parking stalls.	
USPS/ Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties.	Under Review – Project was continued by the Planning Commission on 8/22/23. Staff met with residents who were present at the Planning Commission meeting on 9-28-23. Applicant will hold a community meeting prior to the project going back before the Planning Commission for decision. Staff met with members of the community to share the changes for the project. A larger community meeting will be held at a later time. Staff is in communication with Prologis to make the site more compatible with the surrounding neighborhood. Staff held a community meeting to hear community concerns. The applicant will be making changes to plans suggested by the community and staff. The community's response was positive to the changes. The project will be rescheduled for a Planning Commission hearing. Staff will be meeting with a new tenant for the property. The new tenant would like to present their proposed use to the community. The property owner has introduced another new tenant with a new site plan. A community meeting will be set up to present the operations of the new tenant to the nearby residents. <u>Approved by Planning Commission.</u>
Rexford Industrial, LLC	1055 E. Sandhill Ave. Existing: Formerly: General Mills processing facility. Proposed: one industrial building comprised of approximately 126,000 square feet including 122,757 square feet of warehouse, 3,256 square feet of mezzanine with 130 parking stalls, 20 dock doors, and 2 grade level doors.	Under Construction
LiT 9 th St. 224rd Carson LP	2104 E. 223 rd St. Existing: Formerly: 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.	In Plan Check
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.	In Plan Check
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

Name	Description	Status
		scheduled for April 5 th 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.
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.
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). The 1 st Phase of the Zoning Code has been sent to HCD to seek certification of the Housing Element. Approved by City Council April 4, 2023. The next steps are the implementation of the General Plan and the Housing Element.
Avocet Battery	23320 Alameda, A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Scheduled for City Council consideration on August 6 th . Approved
VESI	18800 Broadway, a 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review
Chris Barker	605 W. 228 th St, Proposed closure of existing Ocean Villa mobilehome park	Under Review (inactive)
QES Incorporated	18101 Avalon Blvd, 30-unit condominium development on a former Church site	Under Review. Provided comments to applicant awaiting resubmittal
Vivian	222 E. 220th St, four detached single family homes.	Under Review
Pepsi Co.	19700 S. Figueroa St, Installation of EV Chargers for the Pepsi Co. fleet vehicles onsite.	Under Construction
Moshar	123 E. 223rd Street, 9-unit condominium development	~~Under Construction~~ Complete

Name	Description	Status
Stan Lucas	747 E 223rd St., CUP 1085-18 -Ambulance facility and medical equipment storage.	Under Review
City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD).	The EIFD Board approved its FY 24-25 budget including authorizing \$300,000 for Victoria Golf Course predevelopment studies and plans.
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.
City of Carson	Variety of housing related ordinances, such as Below Market Rent (establishment of fees to assist in increasing affordable housing unit inventory), SB 9 (allows up to 4 units per existing legal lot or allows lot split for existing legal lots to allow 2 units per lot for a total of 4 units), SB330 (a requirement to replace housing units that are demolished)	Approved
Maupin Development	Existing: 215 W. Carson Street, 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.	Under Review, <u>Approved</u>
Anastasi Development	Existing: 336 E Carson Street, 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.	Under Review, <u>Approved</u>
City of Carson	Commercial Façade Program for retail centers <u>City-wide</u>	~~Six Funding Agreements were approved by the City Council's consideration on May 7th. Staff is working with property owners to obtain 100% participation for the East Carson Street project. Three Funding Agreements have been completely executed. Structural and architectural design for the Victoria Park Plaza has been initiated.~~ <u>Six Funding Agreements were approved on May 2024. Notable updates:</u> <u>MBC Travel - New sign installation is complete</u> <u>Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Architectural design for plaza is completed.</u> <u>302 E. Carson St - Architectural plans are being prepared; an planning application is anticipated to be received this week.</u>
<u>City of Carson</u>	<u>Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue</u>	<u>Architect has revised renderings for staff review, based on previous input on latest cost estimates.</u>
City of Carson	Business Grants	~~86-119~~ checks for a total of ~~\$1,670,000~~ <u>\$2,355,000</u> have been issued to businesses

Name	Description	Status
		with ~~\$721,625~~ \$36,625 -remaining in the budget from the total \$2,400,000 allocated to this program <u>which will be released to the ARPA program</u> (includes \$8,375 Wizehive Contract).
Trophy VPC, LLC	Mural installation at FAB Automotive	Approved by Planning Commission, Appealed by Councilmember Dear tentatively scheduled for October 18 th . City Council approved Mural #2 and requested staff to process a comprehensive sign code amendment
Infinity CF, LLC 23820 Avalon Blvd.	Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other.	Under Review (The proposed carwash and Starbucks were approved by the Planning Commission on 8/22/23)
PAR 1675-22	Eight (individual) SFR each with a detached ADU.	Pre-Application Review is complete. Comment letter including all routing and planning comments was sent to the applicant on 8/8.
Watson Land.	22418 and 22650 Bonita Demolition of two warehouse buildings measuring 147,500sf and 41,400sf, respectively, and construction of one spec warehouse building measuring 161,000 sf in conjunction with a lot merger.	Approved
Tesla Charger	Admin DOR 1907-22. 2 Civic Center Drive, DoubleTree Hotel, Installation of eight EV charging posts and two equipment cabinets.	Constructed, waiting for SCE to provide power
Tesla Charger	Admin DOR 1911-22 801 E Carson St. Community Center, Installation of 20 EV charging posts and five equipment cabinets.	~~Under Construction~~ , <u>Approved-operational</u>
AT&T	Proposed new wireless installation on face of building at 20715 S. Avalon	Under Review
Vinfast	Vinfast electric car showroom, service center, and car storage for delivery to customers	Will be vacating the site (business decision)
Sywest	Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The Notice of Preparation was issued on April 24, 2023 Applicant has resumed project meetings.
Brownfield Grants <u>(Grants Awarded)</u>	~~Equitable Community Revitalization Grant (ECRG) Round 2 and EPA Grants~~ <u>Since 2022, City has been awarded four ECRG grants for \$1,190,000 and plus an EPA grant for \$500,000. Implementation is underway.</u>	~~Three ECRG Grants have been awarded for \$875,000 plus an EPA grant for \$500,000. The implementation phase will follow.~~ <u>CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health.</u> <u>Sites being environmentally assessed for redevelopment readiness:</u> • <u>Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval on 1/24</u> • <u>Sywest site - DTSC provided comments to the draft Supplemental Site Investigation Workplan on 1/22</u>

Name	Description	Status
Brownfields (Grants Submitted)	Submitted one federal EPA grant application for \$1 million to establish a city-wide revolving loan fund (RLF) program and one state ECRG application for \$236,000 additional investigation	Awaiting results for the US EPA. For ECRG, staff will be presenting to DTSC its case for the additional funding request on 2/13 for Sywest site.
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.	Kickoff meeting with Southbay Workforce Investment Board (SBWIB) held 1/29 to start on the EPA brownfields job training grant application. Staff is evaluating the Thriving Grant Makers Program for future projects.
Real Property (Acquisition Grant)	Submitted a grant application with LA County on 9/27 to acquire vacant site (former gas station) adjacent to Friendship Park for park expansion in coordination with Community Services.	Anticipating award announcement soon from LA County Regional Park and Open Space District (RPOSD).
Arris Studio Architects	888 E. Dominguez St. Marriot TownePlace Suites Hotel and new bar/lounge, (111 key)	In plan check
MSD	20920 Chico St. New senior health care facility within an existing 17,792 SF building, remodel building and provide site improvements: parking, landscape	Complete
Brandywine Carson Landing	Corner of Central Ave. and Victoria St. 175-unit condominiums, recreation center and dog park Previously a vacant lot	Under construction – nearing completion
Target	Drive-up Canopies for existing parking spaces	Under Review
Carson Hybrid Energy Storage	17171 Central Ave - Upgrade Existing energy storage facility	Processing application (+ MWELO approved / to be completed)
Shell Oil	20945 Wilmington Ave - CNG Dispensing Station	Approved / In Final Plan Check / +MWELO review
Air Products	23300 Alameda - Hydrogen Pipeline	Approved / In Final Plan Check - Engineering + MWELO review
Amer Khan	310 W. 220 St. — Addition to MF unit that exceeds \$50k valuation	In Review
Birch Specific Plan	21809-21811 S. Figueroa St. - 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction could restart by end of the year
DISH Wireless LLC	17900 S Central Ave. - Replace existing lattice tower with stealth wireless communications facility	Approved
Bethel Baptist Church	1631 E. Carson St – 2 nd floor extensions and new fellowship hall added to existing church DOR 991-07 Modification #2	Approved

Name	Description	Status
City of Carson	Resolution 21-2713: Recommend amendment to Site Plan and Design Review development procedures. ZTA 188-2021	Approved
Argo Warehouse	439 W. Gardena – New 3,754 SF warehouse	Under construction
The Boy & The Bear	139 W Victoria St. - Coffee roasting operation and on-line fulfillment center for wholesale roasted coffee	Approved
Edward Byungyull Kwon & Judy Jeongyang Kwon	20915 S. Lambertson Ave - Renovate existing site for a new truck parking facility	Complete (site vacated)
Southbay Tattoo	22811 S. Figueroa St. - Tenant Space No. 22813: Request for a CUP for a tattoo business (relocating from another Carson property)	Approved
Single Family	140 E. 218 th Pl. – Expand a 1-car garage into an attached, two-car garage and remodel (e) single-family house.	Approved
Mobile Mini	22632 S. Alameda St. - The project site will be developed for 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
Link Logistics	100 W. Alondra Blvd.- Redevelopment of 13.06-acre site, including demolition of 2 existing buildings. Development consists of 2 new warehouse facilities. Building 1 covers 185,921 s.f. w/ 5,000 s.f. office & 3,000 s.f. mezzanine. Building 2 covers 106,677 s.f. w/ 5,000 s.f. office, & 3,000 s.f. mezzanine. Buildings will be supported by screen truck yards, vehicular parking areas, drive aisles and landscaping throughout. The larger northerly building will also have trailer storage parking.	~~Under construction~~ <u>Complete</u>
City of Carson	Comprehensive Zoning Code Update to implement the General Plan. Multiple development standards and policies guiding the implementation of the General Plan will be amended modified and updated to be consistent with state law. NOTE: This update excludes the non-residential portions of the code which will be prepared and presented at a later time.	Draft is underway and will be presented to Planning Commission in next few months. Staff will hold a study session prior to public hearing. On July 25 th , Planning Commission held a workshop and will consider the Phase 1 of the zoning code in a public hearing tentatively scheduled for August 22 nd . This project was heard by the Planning Commission on 8/22/23. The commission continued this item to 9/12/23. Tentative target dates for Phase 1 (excludes commercial and industrial) are: Planning Commission January 30, 2024 and City Council March 5, 2024 Scheduled for 1-31-24 Planning Commission Phase 1 approved by City Council <u>Phase 2 under review by staff</u>
Jack N the Box	Demo existing commercial bldg. propose approx. 1,800 SQFT drive-thru restaurant	Denied by the Planning Commission.

Name	Description	Status
30-unit Multifamily	~~Application to demolish existing church and build 30 condos~~	~~Under review~~
Air Products	Proposal for a new modular bldg. with parking lot	Applicant received status letter awaiting response, revised plans have been submitted and are under review
Office to Warehouse conversion	Demolish existing office to construct new warehouse on the corner of 220 th and Arnold Center	Under Review
Harley Davidson	20507 Belshaw Avenue, EV Motorcycle Dealership (Harley Davidson/Live Wire)	Under Review
Petroleum Tanks	Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks.	Approved by Planning Commission
AT&T Monopine Foisia Park	23410 Catskill, Wireless Communication antenna	Under review
Tambuli Seafood Market	22200 S Main Steet, Expansion of an existing suite within an existing shopping center.	Under Review
Hyundai Dealership	2201 E. 223rd St, New Service Building	Approved by Planning Commission
~~Freeway Tires~~	~~2121 Alameda St., truck tire repair business~~	~~Approved by Planning Commission March 12th~~
Grace Orthodox Presbyterian Church	A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Under Review
Ulta	20700 Avalon Blvd. Suite 517 (South Bay Pavilion) Interior remodeling/ build-out and exterior modifications of an existing space contained within an existing building. Modifications include new mechanical, electrical and plumbing work.	Under review
South Bay Fleet Specialist	17126 S. Broadway St. Requesting approval to operate an auto body and paint shop (w/paint spray booth addition inside building).	Under Review
ASPCA Animal Clinic	16300 Figueroa St. Animal Clinic development on an industrial site that's currently vacant.	In plan check construction to begin soon
19401 S. MAIN ST.	Pickleball facility, indoor and outdoor courts that will also include a clubhouse at full completion.	Under Review, Phase 1 approved (3 phases) phase 1 construction complete
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 be approx.138,616 SF. The project also includes a lot line adjustment of the parcel(s)	Approved
427 E. 220th St.	Willow (formerly Cambria Ct.) - 35-unit condominiums designed as 2-story detached homes	In Plan check
23825 Avalon Blvd.	Request to modify beer and wine CUP to allow for sale of distilled spirits for the G&M Gas Station/Mini Mart	Under Review

Name	Description	Status
22511 Figueroa St.	Specific Plan, DOR, Zone Change for 33-unit residential apartment development on .69 acre lot	Under review
17126 S. Broadway St.	A Conditional Use Permit for operation of an Auto Body and Paint shop and installation of an interior Paint Spray Booth.	Under Review
City of Carson	Update and implementation of the Pipeline Franchise Ordinance. This item was recently transferred to Community Development. Staff has been working with the Council Subcommittee to update the ordinance. In addition, staff is getting up to date with all existing agreements to determine their status.	Under Review
City of Carson	General Plan Amendment to the Land Use Element of the Carson 2040 General Plan (2024GPA-001) to require preparation of a Specific Plan prior to redevelopment of all sites that currently operate as oil or petroleum refineries within City of Carson	Approved by Planning Commission 11/12/24 Scheduled for City Council 12/3/24 - approved
Carson Companies	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
City of Carson	Proposed text amendment allowing administrative approval of tract and parcel maps	Under review



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 includes 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 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.

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- 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.
- PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM
 - 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. 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. 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 is working on alternate construction methods to achieve the pavement compaction requirements without the use of vibration rollers which are industry standard. Staff anticipates 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 is expressing concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and is expecting 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 is 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. 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 is moving forward with additional project scope. 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. 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 is moving forward with construction punch list items. Estimated project completion is March 2025.
- **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: 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 wayfinding 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 wayfinding design direction from City Manager's office.
 - Status as of December 19, 2024: No update

- **Status as of January 16, 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 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. Designer is wrapping up the plans for bidding.
- PW1655: CARSON ST. REHABILITATION PROJECT
 - 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.
 - Contractor provided response to punch list comments on July 10, 2023.
 - Contractor submitted proposal for pavement repairs on August 16, 2023.
 - Status as of October 26, 2023: Contractor to provide dates for repairs.

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- 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
- **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**
 - **PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED**
 - Location: All bridges with an open inspection report
 - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
 - Status: CONTRACT EXECUTION

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- Staff will make recommendation to City Council on June 6, 2023, to award 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 is 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. Estimated construction start date is June 2024.
 - Status as of May 20, 2024: Staff is applying for encroachment permits to the following agencies: LA County Flood Control District, Caltrans, City of LA, City of Long Beach. Estimated construction start date is June 2024.
 - Status as of June 20, 2024: Staff is 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. 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.
- **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 1/31/24.
 - 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.
- **PW1763: ARPA ROADWAY REHABILITATION PROJECT**
 - Location: Residential streets throughout the city selected per Pavement Management Program report.
 - Description: Roadway rehabilitation with slurry seal method
 - Budget: \$3,500,000.00
 - Status: CONSTRUCTION IN PROGRESS
 - The contractor is scheduled to resume work in June 2023, pending warmer temperatures.
 - Contractor is working on the new schedule. Anticipating submittal, the week of July 10, 2023.
 - Contractor resumed with construction activities on July 17, 2023.
 - Status as of January 22, 2024: Construction was completed in October 2023.
 - Status as of March 18, 2024: Repairs on streets that were completed during the Winter 2022 will take place in June 2024.
 - Status as of April 24, 2024: No update
 - Status as of May 21, 2024: Public Works Right of Way Division has started crack sealing. PMI is scheduled to start on June 3, 2024.
 - Status as of June 18, 2024: PMI is on the third week of the schedule. Construction is expected to be completed the week of July 1, 2024.
 - Status as of July 25, 2024: PMI has completed the work and will provide a schedule for the punch list items.
 - Status as of September 23, 2024: No update
 - Status as of October 30, 2024: PMI completed initial punch list. New punch list items have been added.
 - Status as of December 19, 2024: No update
 - **Status as of January 16, 2025:** No update
- **PW1765: LOMITA BLVD**
 - Status as of January 3, 2024:
 - TAIT is sending over 30% of plans for review.
 - 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.

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

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- Status as of September 18, 2024: Internal draft document prepared for discussion with management. Public workshops scheduled for November.
 - Status as of October 28, 2024: Internal draft document and recommendations reviewed with City Manager's Office.
 - Status as of December 19, 2024: Three more engagement meetings were held with residents (at Hemingway Park, the Community Center, and online) to present draft findings and proposed projects and to solicit input. City Staff is reviewing the draft plan to provide comments for final.
 - **Status as of January 16, 2025:** No update
- PW1775: 213TH ST. STREET LIGHTS
 - Location: East 213th Street between Chico Ave and Wilmington Blvd
 - Description: Installation of streetlights
 - Budget: \$800,000
 - Status: DESIGN PROCUREMENT
 - Status as of December 29, 2023: Solicitation issued from Engineering On-call consultant list; 1 proposal received.
 - Status as of February 7, 2024: Negotiating contract with consultant.
 - Status as of March 13, 2024: Consultant to send revised scope and fee (final iteration).
 - Status as of April 18, 2024: Waiting for Task Order and Notice to Proceed (NTP)
 - Status as of May 21, 2024: Conducted kick-off meeting.
 - Status as of June 20, 2024: Field work ongoing.
 - Status as of July 25, 2024: Consultant is preparing plans.
 - Status as of August 26, 2024: No update
 - Status as of September 18, 2024: 30% submitted to City. Comments sent.
 - Status as of October 28, 2024: Consultant coordinating with SCE to develop service request which will require upgrading the circuit on 213th.
 - Status as of December 19, 2024: Received 60%. County reviewing.
 - **Status as of January 16, 2025:** County still reviewing. SCE will need to do major work in order to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of undergrounding to complete the project faster.
- PW1779: WALNUT AVENUE (AVALON TO BILLINGS)
 - Status as of January 3, 2024
 - Webb is working on the 60% plans.
 - Webb needs to know from the city if they are going with just asphalt or a complete street rebuild.
 - Webb is finishing up with the plans.
 - Status as of March 18, 2024: Going to City Council for April 2, 2024, Meeting.
 - Status as of April 24, 2024: Project has been ground 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: 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

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- Status as of December 19, 2024: No update
 - **Status as of January 16, 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, 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 at 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. City 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
 - 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 the 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. 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.
- **PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON**
FEDERAL PROJECT NO. STPL-5403(033)
 - Status as of May 20,2024: Request for Authorization for Preliminary Engineering Application was resubmitted to Caltrans on May 16, 2024. 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.

Traffic Signal Improvements

- **PW1614: DEL AMO BLVD. AT STAMPS DR. TRAFFIC SIGNAL IMPROVEMENT**
 - Location: Intersection of Del Amo Boulevard and Stamps Dr.
 - Description: Installation of new Traffic Signal
 - Budget: \$485,268.95
 - Status: CONSTRUCTION IN PROGRESS
 - Consultant to prepare legal description and exhibit to use for easement.
 - SCE to execute easement with property owner.
 - Crosstown to order poles after easement executed and locations verified.
 - Status as of November 20, 2023: SCE is working on plans to bring power to the intersection. Design engineer is revising plans to incorporate SCE changes.
 - Status as of December 29, 2023: Property owners do not want to execute easement due to concerns over service location impacting their hardscape and access during construction. Other alternatives being explored.
 - Status as of January 17, 2024: Property owners do not want to execute SCE easement. City to explore alternative of constructing traffic signal along with development of property to the south.

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- 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 20, 2024: No update
 - Status as of July 25, 2024: Contract Termination Notice issued to contractor. Project to re-bid after re-design of electrical service and traffic signal.
 - Status as of August 26, 2024: Reviewing contractor invoices for work completed.
 - Status as of September 18, 2024: No update
 - Status as of October 28, 2024: Equipment received from contractor on 10/22/24.
 - Status as of December 19, 2024: Contractor invoice was approved and paid for equipment purchased and services already rendered. Staff working to close this project as the traffic signal will be constructed as part of the district project.
 - **Status as of January 16, 2025:** Working with the Administration team to formally close project.
- **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: Received 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. City to submit 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 to 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.

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- 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 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.
 - 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 the 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.
 - 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.
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- 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 permit 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.
 - PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.
 - 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. 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. City has accepted package. Sent to County, who will be preparing 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 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. Bidding closed on December 12, 2024. Staff is reviewing and evaluating the bids.
 - **Status as of January 16, 2025:** Staff is reviewing bids.
- **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 is reviewing.
 - **Status as of January 16, 2025:** No update

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1667 -Avalon Blvd at Gardena Blvd	MARCH 2025	TBD
PW 1649-Avalon Blvd at Victoria Ave	MARCH 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 223 rd 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	MARCH 2025	TBD
PW 1649 -Main St at 223rd St	MARCH 2025	TBD
PW 1657 -Main St at Albertoni St	MARCH 2025	TBD
PW 1649 -Main St at Sepulveda Blvd	MARCH 2025	TBD
PW1657 -Main St at Victoria St	MARCH 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	MARCH 2025	TBD
PW 1657 -Figueroa St at 234th St	MARCH 2025	TBD
PW 1647 -Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649 -Figueroa St at Torrance Blvd	MARCH 2025	TBD
PW 1657 -Figueroa St at Victoria St	MARCH 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 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 surveying 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.

- PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT

- 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. Design workshop completed on January 16, 2025.
- **PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMENTATION**
 - 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.

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 converting 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. 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. Consultant presented supplemental scope and fee for reworking RFA-CON, which the city has rejected as this rework is considered within scope.
- **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. 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. 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 parklet area.
- **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 the 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

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 existing building, construction of new picnic shelters, concession stand, restroom, and walking path.

- Status: DESIGN

- 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.
- 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 scope of work.
- Staff is still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith that 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 designer 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 report from Leighton Consulting to identify soil removal due to contamination.
- Status as of April 29, 2024:
 - 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 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 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 tentatively 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 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 expecting 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 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 the amount of \$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 designer and building and safety for issuance of grading permit. A SWPPP to be provided by the contractor prior to issuance of Grading Permit. The SWPPP is also required to obtain a WDID from 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 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**
 - Precon meetings started
 - Demo permit received
 - Contractor 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
- **PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE-**
 - Location: Northeast corner of Sepulveda and Figueroa St.
 - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional uses. 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

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- Dave Piece doesn't have the budget for his staff to do inspection; 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 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.
 - **PW 1610: FOISIA PARK DESIGN**
 - Location: Foisia Park
 - Description: Improve site condition of existing park with 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
 - 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. 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 designer 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 submittal. Designer to provide Estimate & Specifications. Advertise for Construction Bid is estimated to be published in June 2024.
 - Status as of May 23, 2024:

- The designer recently brought our attention to the replacement of electrical switchgear that has outlived its service life. The estimated lead time for the switchgear is 45 weeks from the time of order. The electrical service to the facility needs to be modified for the new switchgear and brought up to compliance with current SCE standards. A pod-mounted transformer shall be installed near the existing power pole (main power source)
- The designer is wrapping up the design and preparing 100%PS&E for advertising tentatively scheduled June 6, 2024.
- Status as of June 24, 2024
 - Pre-Bid conference will be held on June 18, 2024.
 - An addendum will be sent to address a few items that need further details.
 - Bid opening due July 3, 2024.
- Status as of July 25, 2024
 - Bids were opened on July 8, 2024
 - 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, apparent lowest bidder requested their bid be withdrawn. After further discussions with contractor and a review of public contract code with City Attorney's office, the contractor is continuing to pursue the withdrawal of their bid. All details of the bids and withdrawal of bids have been forwarded to the Director of Public Works for direction.
- Status as of August 26, 2024
 - After a review of the bids, the lowest responsive responsible bidder was identified. Staff prepared an agenda item to award the construction contract to Environmental Construction Inc (ECI). A week later ECI submitted an official request to *withdraw bids*. The 2nd lowest bidder was further evaluated and was eventually concluded to be the "lowest responsive responsible" bidder. Staff to present Award of Contract to PUB Construction Inc for \$12,757,062 at the September 17, 2024, City Council meeting.
- Status as of September 23, 2024
 - Project was awarded on the September 17th City Council Mtg to PUB Construction in the amount of \$12,757,062. Contracts are routed for signature. Soon after the contract has been approved by 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
 - Construction Contract was awarded to PUB Construction for \$12M.
 - A preconstruction meeting is tentatively set for mid-November in anticipation of issuance of the Purchase Order by early November.
- Status as of December 19, 2024
 - Contracts were circulated and approved. The issuance of a purchase order is contingent upon the correction of account numbers, listed in the Public Works council agenda item.

- Engineering staff was 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 as 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 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**
 - Precon 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
- **PW 1636: MILLS PARK DESIGN**
 - Location: Mills Park
 - Description: Improve site condition of 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 discussion 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 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 the 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
 - 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 the amount of \$3M. Staff immediately circulated the contract for execution.
 - A preconstruction meeting will be scheduled once 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 an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue

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- 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 determine no LID required
 - Finalizing the grading permit requirements with designer and Bldg. & Safety
 - Purchase Order issued
 - Pre-construction tentative for week of Jan 20th.
 - **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
 - Consultant has provided 90% submittal. Staff will review for final revisions and package plans/specs for bidding.
 - Status as of December 19, 2024
 - Design consultant's previous submittal was not at 90% completion. There were several missing details. 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
 - **PROJECT NO. 1718: JAMES ANDERSON PARK**
 - Location: 19101 S. Wilmington Ave.
 - Description: Accessibility upgrades that include replacing the concrete slab in front of the existing building and new asphalt paving/markings at the accessibility parking stalls.
 - Status: CONTRACTOR PROCUREMENT
 - City received five (5) bids on May 18, 2023; apparent low bidder came in at \$1,688,094.25.
 - Status as of November 27, 2023: Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
 - Status as of January 22, 2024: Staff is waiting for issuance of Purchase Order prior to start of construction.
 - Status as of March 20, 2024: Purchase Order was issued, and staff immediately started coordinating start of construction with contractor. A start date was tentatively set for

March 25th. But due to conflicting reservations at Anderson Park, Parks & Rec personnel ordered to halt construction until after Jazz Festival (October).

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

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- be completed by mid-September. Soon thereafter, city crews will install and paint the railing.
 - Status as of September 23, 2024
 - Contractor will be complete installing rails the week of September 23, which is the last items to consider their work complete
 - City crews will be installing last rail the week of September 23rd, and will be painted before the weekend.
 - Fence around the perimeter of the park will be removed September 27th.
 - Status as of October 30, 2024
 - Contractor has completed all the construction.
 - Contractor's request for additional compensation for increased wages was declined by CAO. Contractor has stated to file a claim.
 - Staff preparing project close-out.
 - Status as of December 19, 2024 - Complete
 - Construction has been completed.
 - Final payment has been issued.
 - Staff is preparing Notice of Completion (NOC).
 - **Status as of January 16, 2025**-Pending Notice of Completion

** 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.

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- **Status as of January 16, 2025:** Caltech is working through abatement and scheduling issues.
 - **PW1662: NEW AIR FILTRATION & HVAC SYSTEMS AT CITY HALL & COMMUNITY CENTER**
 - Location: City Hall and Community Center
 - Description: Design-built contract to replace and/or upgrade HVAC, controls, roof at City Hall and Community Center.
 - Budget: \$6,546,676.00
 - Status: COMPLETION AND CLOSEOUT
 - Contractor has submitted mechanical punch list response on 5/23.
 - Staff expects the contractor to finalize all items by August 2023.
 - Once punch list items are completed and final invoice is paid, staff will make a recommendation to City Council to accept the project as complete.
 - Status as of October 26, 2023: Commissioning and punch list are pending new proposal from ALM.
 - Status as of March 2024: Currently, both the contractor and city staff are working to finalize punch list items in an acceptable manner.
 - Status as of April 24, 2024: No update
 - Status as of May 20, 2024: No update
 - Status as of July 25, 2024: Waiting on the contractor to provide a schedule for the repair of one AHU motor. Commissioning initial report received on July 25, 2024.
 - Status as of August 26, 2024: No update
 - Status as of October 30, 2024: Contractor working with B&S to close out the permit.
 - Status as of December 19, 2024: No update
 - **Status as of January 16, 2025:** No update
 - **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**

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**

- **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 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 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 designer for them 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 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 2nd 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, 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 Preconstruction 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 have been submitted to the State's website waiting for issuance.
 - Status as of December 19, 2024

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- 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 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
 - **PROJECT 1730: MSRC – 3 EV Charging Stations at Community Center**
 - Location: City of Carson Community Center Parking Lot Adjacent to Accessible Parking Stalls
 - Description: Installation of three (3) EV level 2 charging stations
 - Status: PLAN CHECK
 - Preliminary design plans were completed on May 5, 2023. Plans were submitted to Building and Safety for review and approval on May 18, 2023.
 - Status as of June 22, 2023: No Update
 - Status of July 19, 2023: Plans are being reviewed by building and safety for accessibility requirements. An electrical permit is not needed.
 - Status as of September 21, 2023: Plans were approved by Building and Safety on 7/28/2023. Staff is working on technical provisions and other related bid documents to release bid packet.
 - Status as of November 20, 2023: Staff will present Staff Report 2023-0883 at the December 5, 2023, City Council Meeting to award a construction contract to Alfaro Communications Construction, Inc. Estimated construction start date is March 2024.
 - Status as of January 3, 2024: Staff report 2023-0883, to award a construction contract to Alfaro, is proposed for the January 9, 2024, City Council Meeting.
 - Status as of January 22, 2024: Staff is working on contract execution.
 - Status as of February 15, 2024: Contractor is working on revising their certificate of insurance to conform to the project requirements. Contract has not been executed.
 - Estimated construction start date is March 2024.
 - Status as of March 19, 2024: Staff is reviewing submittals. Estimated construction start date is April 2024.
 - Status as of April 24, 2024: No update
 - Status as of May 20, 2024: Estimated construction start date is June 2024. The staff is working with the design consultant on re-submitting addendum plans to the Building and Safety department.

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- Status as of June 20, 2024: Preconstruction meeting held on June 20,2024. Estimated start is in July 2024. Estimated completion is in August 2024.
 - Status as of July 25, 2024: No update
 - Status as of August 26, 2024: Charging stations have been powered up. First row of parking will need to be resurfaced to comply with ADA requirements of a max 2% slope at all accessible parking stalls. Staff is working with the contractor to activate charging stations and complete the site validation process. Pending work includes asphalt pavement resurfacing, striping, signs, handrails, charging station activation and stie validation, and electrical and ADA inspection from Building and Safety.
 - Status as of October 30,2024: Contractor will finalize the parking striping on 10/31/2024. Estimated completion date is November 2024.
 - Status as of December 19, 2024: No update
 - **Status as of January 16, 2025:** No update
- **PROJECT: UNDERGROUND STORAGE TANK PROJECT**
 - Location: City Hall
 - Description: Repairing the underground fuel storage tank due to secondary pipe being cracked. The backup generator remains operational and 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. 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.
- **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 (2 nd 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 at the September 17, 2024, City Council Meeting to award a construction contract to Caltec Corporation. Estimate construction start date is October 2024.
- Status as of October 30,2024: Contractor started construction on 10/30/2024. 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. 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.
- **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 the September 17, 2024, City Council Meeting to award a construction contract to Rod-West Floor Covering LLC. 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. Estimated project completion date is February 2025.

OPERATIONS AND MAINTENANCE DIVISION

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

PROJECT: CONCRETE SIDEWALK GRINDING

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

- Location: Citywide
- Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.
- In-house staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status Update as of July 18, 2024
 - IFB has been re-advertised and opened bids to achieve efficiencies, as this type of paving simultaneously in all districts was the first of its kind.
- Status as of August 12, 2024: All American Asphalt was the lowest, responsible bidder in all districts 1,2,3 and 4.
- Status as of October 1, 2024
 - Four paving phases have been completed.
- Status as of October 15, 2024
 - Award of contract (consideration) Goes to City Council to All American Asphalt anticipated for 11/6/24 City Council Meeting.
- Status as of December 19, 2024
 - Consideration of Award of Contract to All American Asphalt going to City Council on January 7, 2025. Phase five anticipated to start Mid-February 2025, weather permitting.
- **Status as of January 16, 2025**
 - Award of contract (consideration) pending City Council approval.
 - Phase five (5) anticipated to start March/April 2025, contingent upon contract award by City Council.

● **PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE**

- Status as of May 20, 2024: Contractor assigned a list of (backlog) priority locations to complete throughout the city.
- Status as of June 20, 2024: Contractor is working through the backlog priority locations.
- Status as of July 25, 2024: Preparing list of backlog locations in Districts Three (3) and Four (4) for contractor to be assigned on August 1, 2024.
- Status as of August 26, 2024: Contractor completed previous list of locations on July 30, 2024. A new list of locations for CJ Concrete is being compiled to be sent on August 29, 2024; work is anticipated to start within two weeks from that date.
- Status update as of Oct 10, 2024: List of locations completed in districts 1,2,3 and 4.
- A list of new locations in districts 1, 2, 3 and 4 of (backlog) service request/work orders will be assigned to CJ Concrete anticipated for Mid-November 2024.
- Status as of December 19, 2024: Backlog locations in Districts One (1) and Three (3) have been completed. Contractor to be assigned to Districts Two (2) and Four (4) in January 2025. A new list of locations in all four Council Districts will be provided to the contractor per the contract budget up to June 2025. The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests for any sidewalk hazards will be addressed immediately.
- **Status as of January 16, 2025:** Contractor completed the backlog locations in Districts 2 and 4. A new list of locations in all four of the districts will be provided to CJ Concrete per contract budget up to June 2025.

● **ENVIRONMENTAL SERVICES**

- Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.

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- 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.
 - **MAINTENANCE: CONCRETE & ASPHALT**
 - Location: Citywide
 - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and performing preventative 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 take place.
 - Vegetation and debris abatement/illegal dumping removal citywide.

- **MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT**

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

- 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
- **TREE MAINTENANCE: TRIMMING CITYWIDE**
 - City contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff is 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 maintaining 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.

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 material 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
 - City staff continues to patch deteriorated areas at playgrounds city wide.
- **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.
- **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.

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- 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.
 - PROJECT: SECURITY WALKING LIGHTS
 - Location: Various parks and facilities Citywide
 - Description: Repair of the damaged light poles at various parks
 - Status: COORDINATING
 - Coordinating with Community Services staff to determine desired lighting style.
 - Status as of April 24, 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:** Procured light poles for Perry Park
 - 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
 - BUILDING MAINTENANCE-BUILDINGS/CUSTODIAL
 - **Status as of December 20, 2024:** YTD Completed Work Orders=31
 - DEL AMO PARK, BLOCK WALL REPAIR
 - Location: Del Amo Park
 - Description; Repair block wall along western property line
 - Status as of August 26, 2024: In procurement
 - Status as of December 19, 2024: No update
 - **Status as of January 16, 2025:** In construction

ITS CAPITAL PROJECTS

January 2025

1. WIFI IN PARKS

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

Contract: Datagear

Term: 3 year maintenance

Budget: \$420,272 (\$350,000 [ARPA] + 70,272)

Current Spend: \$286,373.60 (68.14%)

Project Start: May 15, 2023

Project Complete: March 18, 2024

Status: **COMPLETED**

Notice of termination issued to vendor on December 4, 2023.

Replacement vendor completed remaining (5) parks on March 18, 2024.

- ~~Mills Park 100%~~
- ~~Carson Park 100%~~
- ~~Veterans Park 100%~~
- ~~Folsia Park 100%~~
- ~~Stevenson Park 100%~~
- ~~Anderson Park 100%~~
- ~~Dominguez Park 100%~~
- ~~Del Amo Park 100%~~
- ~~Calas Park 100%~~
- ~~Hemingway Park 100%~~
- ~~Dolphin Park 100%~~
- ~~Carriage Crest Park 100%~~

2. TYLER UPGRADE / ENERGОВ 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 (71%)

Project Start: September 30, 2022

ETA: June 30, 2025

Status: **ON SCHEDULE**

- Employee Access Module Complete, In Production
- EP&L Planning Module Setup Complete, In Production
- EP&L Permitting Module Setup Complete, In Production
- Open Finance (Socrata) Module Setup Complete, In Production
- 311 Civic Access Module Setup Complete, In Production
- EP&L Business License Module Setup In Progress

- Enterprise Asset Management (EAM) Module, Scheduled for March 2025 Project Start

Next Step:

- Complete the Testing of all Processes for EP&B Business License Module
- Validation and Testing all forms and reports, update as required
- End User Training with Documentation for City staff

3. 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

Project Start: December 1, 2023

ETA: March 31, 2025

Status: **ON SCHEDULE**

- 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 3/31/25.

4. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract: In Progress

Term: 5 Years

Budget: City Hall Council Chambers A/V: \$542,444.57 (PEG: \$398,707 General Fund: \$143,737.57)

Current Spend: \$0

Project Start: December 1, 2023

ETA: February 28, 2025

Status: **ON SCHEDULE**

- RFP issued 12/1/23.
- Notice of Intent to Award 1/23/24.
- Contract Executed 5/1/24.
- Purchase Order
- Audiovisual Hardware Installation Complete

- Agenda Management/AV Control Software Implementation Complete
- Agenda Management/AV Control Software Staff Training Complete
- Systems Testing Complete
- One (1) Punch List Item in Progress

5. CARSON EVENT CENTER AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Carson Event Center Audiovisual broadcast equipment.

Contract: In Planning/Budgeting

Term: 5 Years

Budget: Carson Event Center A/V: TBD

Current Spend: \$0

Project Start: July 1, 2024

ETA: December 31, 2025

Status: **ON SCHEDULE**

- Project Planning Meetings with ITS, Public Works, and Community Services staff on mitigation of scheduled event impact

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	We're excited to share updates on our ongoing efforts to enhance security across City of Carson facilities and recreational areas. Access control systems are being expanded to include City Hall and Corporate Yard office suites, ensuring improved safety and controlled access for staff and visitors. Additionally, video surveillance and access control systems have already been implemented at several parks, and the project has now entered its third phase. This phase focuses on installing additional pole cameras, extending surveillance coverage to more parks, and integrating these upgrades into the existing infrastructure. The team is actively assessing the current system's performance, identifying optimal camera placements, and utilizing advanced technology to strengthen monitoring capabilities. These initiatives are designed to create a safer environment for the entire community by reinforcing security throughout city facilities and parks. We appreciate your ongoing support as we work toward making our community a safer and more secure place for everyone.

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	During the ongoing renovations to both the basement and second floor, our vendor has been an invaluable partner, ensuring that all Fire Life Safety (FLS) protocols are strictly adhered to while also assisting in updating any components that require enhancements. Their proactive collaboration with city personnel has been instrumental in identifying and addressing necessary improvements, ensuring that safety remains a top priority throughout the renovation process. Additionally, the city staff is actively working to enhance fire systems across all municipal facilities to align with the highest safety standards.

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

	and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	Emergency Services and Public Safety have been actively engaging with the community in various initiatives. Recent initiatives have included public education on safety measures, community outreach events, and empowering local leaders through informational meetings. These efforts aim to equip residents with the knowledge and resources they need to stay safe, prepare for emergencies, and contribute to a more connected and secure community. If you're interested in bringing a training to your area, please reach out to publicsafetydepartment@carsonca.gov .

Project Name	Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	ALPR trailers are currently positioned in high-traffic areas throughout the city. We've observed an increase in illegal dumping and truck parking on Intermodal Way. To address this, we're using the trailers' messaging features to deter trucks and prevent illegal dumping. Additionally, the cameras enhance community safety in these areas.

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	The distribution of Motorola APX4500 mobile radios has been successfully completed across multiple departments, significantly enhancing communication capabilities throughout the city. The assembly of two SmartPTT racks at City Hall

	and the Corporate Yard is nearing completion, reinforcing the city's radio dispatch and coordination infrastructure. Progress also continues with the installation of antennas and lines at the City Yard, which will improve overall signal strength and system reliability. The vendor has completed the installation of mobile radios in the Public Safety fleet and is now advancing with updates to the Public Works fleet. These enhancements mark a substantial step forward in streamlining communication efficiency and boosting operational coordination across all city departments.

Project Name	Hazard Mitigation Plan Update
Service Provider	Witt O' Brien's
Summary	FEMA mandates a Hazard Mitigation Plan (HMP) update every five years for all jurisdictions. The city's second update, however, is currently overdue. This plan serves to identify potential natural and human-induced hazards that the city may face vulnerability to and outlines strategies for mitigating or reducing risks associated with such incidents and events.
Update	The Hazard Mitigation Plan (HMP) draft has reached another significant milestone and has now been submitted to FEMA for final review. After releasing the preliminary version, the planning team conducted a thorough internal review to ensure alignment with the city's goals and compliance standards. Following Cal OES's initial review, Witt O'Brien's collaborated closely with Cal OES to address necessary revisions, ensuring the plan met all required guidelines. The submission to FEMA represents the final step before approval, positioning the city to move forward with its hazard mitigation strategies effectively. We will continue to provide updates as we receive feedback from FEMA.

Project Name	Basement/Emergency Operations Center (EOC) Upgrade Project
Service Provider	Westberg + White, GM Interiors, Johnson Controls
Summary	The project is currently in its planning phase. Initially, the project scope only covered the upgrade of the Emergency Operations Center (EOC). However, during the planning phase, it became evident that the Public Safety, Information Technology, and Emergency Services sectors could also derive substantial benefits from the upgrade. As a result, the revised scope of work encompasses upgrades for all four areas.
Update	Following City Council approval, demolition work has been completed, and the project is close to completing the build-out and framing phase. This stage involves detailed planning and close collaboration with contractors to stay aligned with timelines and standards. City staff will continue monitoring progress to ensure a smooth and efficient renovation process.

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	Our Emergency Operations Center (EOC) Awareness Course took place on April 18th and received overall positive feedback. The course was a success and brings our city and leadership one step closer to being prepared for the next emergency. Next, Westward and the City of Carson will be working on the upcoming EOC role-specific training.



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council
From: Michael George, Assistant to the City Manager 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 did not meet in January.

Environmental Commission

The Environmental Commission (EC) meeting scheduled for January 1, 2025, was canceled due to the New Year holiday. The next EC meeting is scheduled for Wednesday, February 5, at 6:30 p.m. at City Hall.

Public Works Commission

The Public Works Commission met on January 27, 2025. Staff presented an update on a parking issue on Monroe Street. Director Rodgers provided an update to the commissioners on CIP projects.

Human Relations Commission

On January 15, 2025, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners judged together and chose 12 winning essay entries for the Rising Star Essay Contest. They also discussed other planning items for the upcoming conference. The Food Pantry Ad Hoc Committee reported on their monthly effort of donation dropping off in December, and was collecting more for January drop-off at the conclusion of their meeting. They will reconvene in February 12th for a special meeting to finalize logistical and preparation for the Parents Conference on February 15, 2025. Therefore, the regular meeting scheduled on February 19, 2025 will be canceled.

Parks, Recreation, and Cultural Arts Commission

Parks, Recreation, and Cultural Arts Commission (PRCAC) last convened on Thursday, November 7, 2024. The Commission went dark in December and the next meeting is scheduled for Wednesday, January 29, 2024, at 6:30 p.m. in the Carson Event Center, Carson Dominguez Room. The meeting will include recognitions for youth football and soccer championship achievements.

Planning Commission

There was no Planning Commission meeting in January.

Public Relations Commission

The Public Relations Commission met on January 28, 2025 at 11 am after being dark since November. The Commission discussed the Why I like Carson Event and discuss entries, program and logistics.

Public Safety Commission

The Public Safety Commission met on Thursday, January 16 and successfully had a quorum. In this meeting Lieutenant Pasquale D. Aiello was supposed to come to the meeting to speak to the commissioners about street racing concerns and vehicle regulations regarding mufflers and noise levels. Unfortunately, he did not make it due to the Eaton and Palisades fires, since they were of assistance. Staff let the commission know and told them that we would try and have him come to our February commission meeting. During the commissioner oral communication part of the agenda the commissioners had a lot to speak about regarding the fires. They were interested in what we can do to prepare for unfortunate events like the these. Nora Garcia, Director of Public Safety & Emergency, Management, gave them some tips. For example, one of the things she mentioned is to always keep any important documents together and if possible, to keep copies of them in the car. In addition, the commissioners also mentioned how happy they are to be a part of this commission and to always get answers to their questions and concerns. We also explained to them that anything they may want to report on can be done anytime. They do not need to wait until the meeting, they can always call our main public safety line and get it taken care of.

Senior Citizens Advisory Commission

The January meeting of the Senior Citizens Advisory Commission was cancelled due to lack of quorum.

Veterans Affairs Commission

The Veterans Affairs Commission meeting is scheduled for Monday, January 27, 2025. The regular meeting was scheduled on Martin Luther King, Jr. Day, so the commission decided to reschedule it for the following week. During this upcoming meeting, the commission will discuss the progress of the flag policy efforts and will receive a master list of special events for the calendar year. This will provide the commission with a projection of what the year will look like, allowing them to plan ahead and choose which events they would like to attend. Additionally, the commissioners will provide updates on the flags in their respective parks, as well as address other maintenance issues and concerns.

Women's Issues Commission

The Women's Issues Commission focused on several initiatives during the month of January. They discussed plans for a potential clothing drive for women in Carson, tentatively scheduled for March 2025. Efforts to continue exploring the women's community survey are underway, aiming to gather valuable feedback from residents. The commission is also preparing to deliver a report at a March 2025 council meeting (during Women's History Month) and is considering new projects for the year.

Youth Commission

The Youth Commission met on Wednesday, January 8, 2025, and during this meeting, Adult Sports Coordinator Matt Jordan attended to provide the commission with updates regarding the upcoming Pickleball Tournament. He assured the commission that this tournament would be a resounding success, as one was recently held back in November when many players from Carson and surrounding areas came to play. The tournament is set to take place in April. Also in attendance was Administrative Secretary Kimberly Madrigal. She introduced herself to the commission and offered support and words of encouragement. The commissioners were briefed on current CIP projects at the Carriage Crest, Foisia, and Mills parks. The commission continues to provide feedback and updates on park programming, events, and ideas for new ones.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

None



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: David Roberts, City Manager

Subject: CONSIDER APPROVING RESOLUTION 25-016 TO AFFIRM THAT BIRTHRIGHT CITIZENSHIP IS CONSTITUTIONAL RIGHT IN THE UNITED STATES OF AMERICA (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and transmits a request for the City Council to approve Resolution 25-016 to affirm that birthright citizenship is a constitutional right in the United States of America.

The City of Carson stands firmly against the elimination of Constitutional rights.

The City of Carson upholds, affirms, and reminds everyone that the principle of birthright citizenship has been enshrined in the Constitution for more than 150 years. The Citizenship Clause of the Fourteenth Amendment unambiguously and expressly confers citizenship on “[a]ll persons born” in and “subject to the jurisdiction” of the United States. More than 125 years ago, the Supreme Court confirmed that this entitles a child born in the United States to noncitizen parents to automatic citizenship.

II. RECOMMENDATION

1. APPROVE Resolution 25-016

III. ALTERNATIVES

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

IV. BACKGROUND

See attached Resolution.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution 25-016

Attachments

[Resolution 25-016](#)

RESOLUTION NO. 25-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AFFIRMING THAT BIRTHRIGHT CITIZENSHIP IS A CONSTITUTIONAL RIGHT IN THE UNITED STATES OF AMERICA

WHEREAS, the City of Carson is not at war with the President of the United States and to the extent we have viewpoints in common, we will stand with the President; and

WHEREAS, the City of Carson is prepared to stand against the President when he is wrong because if the President is allowed to eliminate Constitutional rights for one group, what is to stop the President from doing the same for another cherished Constitutional right; and

WHEREAS, birthright citizenship is a Constitutional right in the United States of America and the President cannot take that away by the stroke of his pen; and

WHEREAS, birthright citizenship holds that anyone born in the United States is a citizen, regardless of their parents status, and was included in the 14th Amendment when it was passed in 1866; and

WHEREAS, the 14th Amendment states that all persons born or naturalized in the United States and subject to the jurisdiction thereof are citizens of the United States and of the State wherein they reside; and

WHEREAS, the 14th Amendment was created in direct response to the Dred Scott v. Sanford case, which called into question denying citizenship to the descendants of slaves despite their birth in the United States; and

WHEREAS, eroding the protections of the 14th Amendment would create an underclass of an essentially stateless population and deny crucial benefits to children born in the United States to immigrant parents, and it would also harm those with pending visa applications, which could lead to permanent status; and

WHEREAS, an executive order does not override a Constitutional Amendment.

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

SECTION 1. The City of Carson stands firmly against the elimination of Constitutional rights.

SECTION 2. The City of Carson upholds, affirms, and reminds everyone that the principle of birthright citizenship has been enshrined in the Constitution for more than 150 years, the Citizenship Clause of the Fourteenth Amendment unambiguously and expressly confers citizenship

on “[a]ll persons born” in and “subject to the jurisdiction” of the United States, and that more than 125 years ago, the Supreme Court confirmed that this entitles a child born in the United States to noncitizen parents to automatic citizenship.

PASSED, APPROVED AND ADOPTED this 4th day of February 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. 25-011, was passed and approved by the City Council of the City of Carson at its meeting held on January 21, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk



File #:

Version:

Report to City Council, Successor Agency, and Housing Authority

Tuesday, February 4, 2025, 5:00 PM

CONSENT 16.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer TREASURER Accounting

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING NOVEMBER 30, 2024, AND DECEMBER 31, 2024 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, former Successor Agency and Carson Housing Authority for the month ending November 30, 2024 and December 31, 2024. Following are the total reserves and cash on hand for the City of Carson and each Carson entity.

City of Carson reserves (Invested assets): \$228,579,600.89-November

\$218,713,900.57-December

City of Carson available cash: \$12,862,974.82-November

\$26,566,112.54-December

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: \$27,582,418.76 November- \$28,835,017.91

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 keep them informed about the reserves and available cash for each Carson entity. This report encompasses reserves for the City of Carson, former Successor Agency, and the Housing Authority.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash - November 2024
2. Summary of Cash - December 2024
3. City of Carson Investments Reserve Summary - November 2024
4. Carson Successor Agency Investments Reserve Summary - November 2024
5. City of Carson Investments Reserve Summary - December 2024
6. Carson Successor Agency Investments Reserve Summary - December 2024

Attachments

[Cash rpt Nov 2024.pdf](#)

[Cash rpt Dec 2024.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES SUMMARY NOV 24.pdf](#)

[CITY OF CARSON PORTFOLIO SUCCESSOR RESERVES SUMMARY NOV 24.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES SUMMARY DEC 24.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES SUCCESSOR SUMMARY DEC 24.pdf](#)



Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
November 30, 2024

	<u>Available Cash</u>	<u>Invested Funds</u>
General Fund	\$12,862,974.82	\$228,579,600.89
Successor Agency (restricted revenue)	\$10,492,769.61	\$7,560,371.95
Housing Authority (restricted revenue)	\$7,584,042.56	
Co-Op Agreement (restricted revenue)	\$1,945,234.64	



Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
December 31, 2024

	<u>Available Cash</u>	<u>Invested Funds</u>
General Fund	\$26,566,112.54	\$218,713,900.57
Successor Agency (restricted revenue)	\$11,750,089.94	\$7,577,500.76
Housing Authority (restricted revenue)	\$7,563,642.57	
Co-Op Agreement (restricted revenue)	\$1,943,784.64	



CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
NOVEMBER 30, 2024

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.170	8,929,320.69	8,929,320.69	8,929,320.69	3.91
Preferred Premier Cash	MM942	3.350	39,204,240.57	39,204,240.57	39,204,240.57	17.15
Sub Total / Average Cash		2.760	48,133,561.26	48,133,561.26	48,133,561.26	21.06
Certificate Of Deposit						
American Express Natl BK 1.8 3/3/2025	02589ABM3	1.800	245,000.00	245,000.00	243,198.49	0.11
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	233,933.64	0.11
East/West Bank 3.8 1/31/2025	178800198A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 3.8 1/31/2025	178002788A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 3.8 1/31/2025	178011696A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 3.8 1/31/2025	178225460A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 3.8 1/31/2025	178585526A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178208467A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178740303A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	17854698A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178659182	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	0178712582-A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 1/24/2025	178064422A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.87
East/West Bank 4.15 1/24/2025	178944242A	4.150	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 1/24/2025	178502444A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.87
East/West Bank 4.15 1/24/2025	178417994A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.87
East/West Bank 4.15 1/24/2025	1178622841A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.87
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Ban 4.5 1/27/2025	300683-K	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	300691-F	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	306119-H	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	30000006915-A	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.5 1/27/2025	300000003703-A	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4.56 2/10/2025	7199C	4.560	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.56 2/10/2025	7180B	4.560	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 5.2 2/1/2025	6907A	5.200	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.25 2/1/2025	6893A	5.250	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	237,417.25	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	231,218.16	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	231,032.45	0.11
Sub Total / Average Certificate Of Deposit		4.120	29,450,938.64	29,450,938.64	29,397,738.63	12.88
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	284,829.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	287,487.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	288,588.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	284,985.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	283,926.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	476,170.00	0.22
Truist Bank 1.5 3/10/2025	89788JAA7	1.850	250,000.00	245,845.97	247,637.50	0.11
Sub Total / Average Corporate		1.745	2,250,000.00	2,240,969.49	2,153,622.50	0.98
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.518	35,521,399.47	35,521,399.47	35,521,399.47	15.54
Sub Total / Average Local Government Investment Pool		4.518	35,521,399.47	35,521,399.47	35,521,399.47	15.54
Money Market						
East/West Bank MM	22305	3.570	83,753,181.02	83,753,181.02	83,753,181.02	36.64
Sub Total / Average Money Market		3.570	83,753,181.02	83,753,181.02	83,753,181.02	36.64
US Agency						
FAMC 0.77 12/6/2024	31422XQV7	0.770	996,450.64	996,450.64	996,032.13	0.44
FAMC 1.57 2/18/2025	31422XUH3	1.570	1,000,000.00	1,000,000.00	993,550.00	0.44
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	957,360.00	0.44
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	990,260.00	0.44
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	958,110.00	0.44
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	944,960.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	946,570.00	0.44
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,937,980.00	0.87
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	471,656.84	0.21
FFCB 4 11/1/2029-25	3133ERZD6	4.121	1,000,000.00	994,627.33	992,980.00	0.44
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	956,530.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	942,270.00	0.44
FHLB 1.125 10/14/2026	3130APBS3	1.125	1,000,000.00	1,000,000.00	943,350.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	948,450.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	943,040.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	944,890.00	0.44
Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	944,950.00	0.44
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	942,370.00	0.44
FHLMC 2.05 3/17/2025	3134GXMJO	2.060	1,000,000.00	999,701.62	992,670.00	0.44
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	996,290.00	0.44
Sub Total / Average US Agency		1.787	20,470,520.50	20,451,721.72	19,744,268.97	8.96
US Treasury						
T-Bond 1.125 1/22/2025	91282CDS7	1.125	1,000,000.00	1,000,000.00	995,850.00	0.44
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	991,000.00	0.44
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	998,910.00	0.44
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,983,540.00	0.87
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	980,630.00	0.44
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	987,540.00	0.44
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	995,550.00	0.44
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	996,370.00	0.44
Sub Total / Average US Treasury		3.787	9,000,000.00	8,927,191.93	8,929,390.00	3.94
Total / Average		3.448	228,579,600.89	228,478,963.53	227,633,161.85	100



CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
NOVEMBER 30, 2024

Description	CUSIP/Ticker	Security Sector	Face Amount/Shares	Cost Value	Market Value	YTM @ Cost	% of Portfolio
Successor Agency - City of Carson							
LAIF LGIP	LGIP9016	Local Government Investment Pool	1,447,117.63	1,447,117.63	1,447,117.63	4.518	19.14
Preferred Bank Cash	MM0099	Cash	6,113,254.32	6,113,254.32	6,113,254.32	3.350	80.86
Successor Agency - City of Carson			7,560,371.95	7,560,371.95	7,560,371.95	3.574	100.00
			7,560,371.95	7,560,371.95	7,560,371.95	3.574	100



CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
DECEMBER 31, 2024

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	2.000	6,950,224.15	6,950,224.15	6,950,224.15	3.18
Preferred Premier Cash	MM942	3.250	39,314,087.43	39,314,087.43	39,314,087.43	17.98
Sub Total / Average Cash		3.062	46,264,311.58	46,264,311.58	46,264,311.58	21.15
Certificate Of Deposit						
American Express Natl BK 1.8 3/3/2025	02589ABM3	1.800	245,000.00	245,000.00	243,858.30	0.11
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	234,730.75	0.11
East/West Bank 3.8 1/31/2025	178800198A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 3.8 1/31/2025	178002788A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 3.8 1/31/2025	178011696A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 3.8 1/31/2025	178225460A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 3.8 1/31/2025	178585526A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.1 2/9/2025	178208467A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.1 2/9/2025	178740303A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.1 2/9/2025	17854698A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.1 2/9/2025	178659182	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.1 2/9/2025	0178712582-A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.15 1/24/2025	178064422A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.91
East/West Bank 4.15 1/24/2025	178944242A	4.150	1,000,000.00	1,000,000.00	1,000,000.00	0.46
East/West Bank 4.15 1/24/2025	178502444A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.91
East/West Bank 4.15 1/24/2025	178417994A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.91
East/West Bank 4.15 1/24/2025	1178622841A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.91
MABUHAY 3.25 8/13/2027	XXXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Ban 4.5 1/27/2025	300683-K	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Ban 4.5 1/27/2025	300691-F	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Ban 4.5 1/27/2025	306119-H	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Ban 4.5 1/27/2025	30000006915-A	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4.5 1/27/2025	300000003703-A	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4.56 2/10/2025	7199C	4.560	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4.56 2/10/2025	7180B	4.560	1,000,000.00	1,000,000.00	1,000,000.00	0.46

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 5.2 2/1/2025	6907A	5.200	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 5.25 2/1/2025	6893A	5.250	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	238,385.92	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	232,227.51	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	232,064.47	0.11
Sub Total / Average Certificate Of Deposit		4.120	29,450,938.64	29,450,938.64	29,402,205.59	13.47
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	284,910.00	0.14
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	287,346.00	0.14
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	288,822.00	0.14
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	285,639.00	0.14
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	285,597.00	0.14
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	475,635.00	0.23
Truist Bank 1.5 3/10/2025	89788JAA7	1.850	250,000.00	245,845.97	248,417.50	0.11
Sub Total / Average Corporate		1.745	2,250,000.00	2,240,969.49	2,156,366.50	1.03
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.434	25,521,399.47	25,521,399.47	25,521,399.47	11.67
Sub Total / Average Local Government Investment Pool		4.434	25,521,399.47	25,521,399.47	25,521,399.47	11.67
Money Market						
East/West Bank MM	22305	2.680	83,753,181.02	83,753,181.02	83,753,181.02	38.29
Sub Total / Average Money Market		2.680	83,753,181.02	83,753,181.02	83,753,181.02	38.29
US Agency						
FAMC 1.57 2/18/2025	31422XUH3	1.570	1,000,000.00	1,000,000.00	996,390.00	0.46
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	955,080.00	0.46
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	991,880.00	0.46
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	959,960.00	0.46
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	945,380.00	0.46
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	946,680.00	0.46
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,940,620.00	0.91
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	469,869.60	0.22
FFCB 4 11/1/2029-25	3133ERZD6	4.121	1,000,000.00	994,627.33	983,550.00	0.46
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	960,190.00	0.46
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	944,750.00	0.46
FHLB 1.125 10/14/2026	3130APBS3	1.125	1,000,000.00	1,000,000.00	945,510.00	0.46
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	951,780.00	0.46
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	944,660.00	0.46
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	947,440.00	0.46
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	947,020.00	0.46

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	944,190.00	0.46
FHLMC 2.05 3/17/2025	3134GXMJO	2.060	1,000,000.00	999,701.62	995,370.00	0.46
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	998,160.00	0.46
Sub Total / Average US Agency		1.839	19,474,069.86	19,455,271.08	18,768,479.60	8.90
US Treasury						
T-Bond 1.125 1/22/2025	91282CDS7	1.125	1,000,000.00	1,000,000.00	998,860.00	0.46
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	993,060.00	0.46
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	997,190.00	0.46
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,987,100.00	0.91
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	977,110.00	0.46
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	987,340.00	0.46
T-Note 3.875 10/31/2029	91282CFL0	4.070	1,000,000.00	991,456.88	978,130.00	0.46
T-Note 3.875 11/30/2029	91282CFY2	4.056	1,000,000.00	991,936.23	977,420.00	0.46
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	986,170.00	0.46
T-Note 4 10/31/2029	91282CFT3	4.073	1,000,000.00	996,837.50	983,050.00	0.46
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	997,340.00	0.46
Sub Total / Average US Treasury		3.857	12,000,000.00	11,907,422.54	11,862,770.00	5.49
Total / Average		3.139	218,713,900.57	218,593,493.82	217,728,713.76	100



CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
DECEMBER 31 , 2024

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.250	6,130,383.13	6,130,383.13	6,130,383.13	80.90
Sub Total / Average Cash		3.250	6,130,383.13	6,130,383.13	6,130,383.13	80.90
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.434	1,447,117.63	1,447,117.63	1,447,117.63	19.10
Sub Total / Average Local Government Investment Pool		4.434	1,447,117.63	1,447,117.63	1,447,117.63	19.10
Total / Average		3.476	7,577,500.76	7,577,500.76	7,577,500.76	100



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$6,492,009.15, DEMAND CHECK NUMBERS 177124 THROUGH 177447 FOR GENERAL DEMAND AND THE AMOUNT OF \$2,455.00, CHECK NUMBER 1291 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF \$6,492,009.15 FOR GENERAL DEMANDS CHECK NUMBERS 177124 THROUGH 177447.

TOTAL OF \$2,455.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBER 1291, 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. 25-015, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$6,492,009.15, DEMAND CHECK NUMBERS 177124 THROUGH 177447 FOR GENERAL DEMAND AND THE AMOUNT OF \$2,455.00, CHECK NUMBER 1291 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 February 4, 2025, the City Council ratified the above demand numbers 177124 through 177447 for General Demand and 1291 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 \$6,494,464.15.

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 4TH DAY OF FEBRUARY, 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 4TH DAY OF FEBRUARY, 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. 25-015, adopted by the City of Carson City Council at its meeting held on February 4, 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 #25-015

EXHIBIT NO. 2: DEMAND REGISTER RESOLUTION #25-015 CA

Attachments

[Exhibit 1 Demand Register Reso# 25-015.pdf](#)

[Exhibit 1 Demand Register Reso# 25-015 CA.pdf](#)

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
177124	01/07/2025	PRINTED	007777 National Corrosion	11,162.00			
177125	01/08/2025	PRINTED	007077 ADVANCED IMAGING STRATEGI	5,188.98			
177126	01/08/2025	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	19,247.25			
177127	01/08/2025	PRINTED	006506 ALL IN ONE PARTIES	260.00			
177128	01/08/2025	PRINTED	006557 ALL STAR GLASS INC	910.90			
177129	01/08/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	4,812.12			
177130	01/08/2025	PRINTED	000504 AMERICAN RED CROSS HEALTH	228.00			
177131	01/08/2025	PRINTED	000495 AMERICAN SOCCER CO INC	34.47			
177132	01/08/2025	PRINTED	001698 ASCAP	1,068.00			
177133	01/08/2025	PRINTED	001001 AT&T PHONE	2,032.20			
177134	01/08/2025	PRINTED	001627 BSN SPORTS LLC	1,326.86			
177135	01/08/2025	PRINTED	008500 CALIFORNIA DEBT AND INVES	5,000.00			
177136	01/08/2025	PRINTED	000445 CALED	3,056.74			
177137	01/08/2025	PRINTED	004165 CALIFORNIA CONSULTING	5,000.00			
177138	01/08/2025	PRINTED	000079 CALIFORNIA WATER SERVICE	61,478.10			
177139	01/08/2025	PRINTED	000351 CHEM PRO LABORATORY INC	638.40			
177140	01/08/2025	PRINTED	008179 CHENG-WEI PONG	20,595.00			
177141	01/08/2025	PRINTED	001489 CHOURA VENUE SERVICES	7,117.35			
177142	01/08/2025	PRINTED	001489 CHOURA VENUE SERVICES	2,999.73			
177143	01/08/2025	PRINTED	008204 CJ CONCRETE CONSTRUCTION,	80,975.00			
177144	01/08/2025	PRINTED	000803 CLEAN ENERGY	1,358.99			
177145	01/08/2025	PRINTED	007159 CORODATA RECORDS MANAGEME	631.71			
177146	01/08/2025	PRINTED	007551 CRAINCO, INC.	1,177.20			
177147	01/08/2025	PRINTED	003586 CS AND ASSOCIATES INC	9,580.00			
177148	01/08/2025	PRINTED	007176 DAVEY COACH SALES INC.	7,844.50			
177149	01/08/2025	PRINTED	006876 DONS AUDIO VISUAL	2,519.50			
177150	01/08/2025	PRINTED	000398 ESRI INC	2,400.00			
177151	01/08/2025	PRINTED	000039 EWING IRRIGATION PRODUCTS	16,828.35			
177152	01/08/2025	PRINTED	008107 FCG CONSULTANTS INC	59,262.95			
177153	01/08/2025	PRINTED	000355 FERGUSON ENTERPRISES INC	89.61			
177154	01/08/2025	PRINTED	007482 GOFORTH & MARTI	12,799.24			
177155	01/08/2025	PRINTED	000865 GOODWILL LONG BEACH AND S	8,150.00			
177156	01/08/2025	PRINTED	000793 GRAINGER	527.76			
177157	01/08/2025	PRINTED	008494 GRAMMY MUSEUM FOUNDATION,	190.00			
177158	01/08/2025	PRINTED	000546 SCOTT GRIFFEE	151.76			
177159	01/08/2025	PRINTED	000242 HINDERLITER DE LLAMAS AND	691.70			
177160	01/08/2025	PRINTED	000234 THE HOME DEPOT INC	551.67			
177161	01/08/2025	PRINTED	007655 IDS GROUP, INC	6,320.00			
177162	01/08/2025	PRINTED	008507 IGM TECHNOLOGY CORP	24,680.00			
177163	01/08/2025	PRINTED	008091 ADVANCE QUALITY GRAPHICS	420.20			
177164	01/08/2025	PRINTED	007672 KELLY PAPER COMPANY	73.54			
177165	01/08/2025	PRINTED	000094 LAKESHORE LEARNING MATERI	481.63			
177166	01/08/2025	PRINTED	008501 LASHAWNAE ARSHANEQ SMITH	350.00			
177167	01/08/2025	PRINTED	003629 LEES TOOLS	486.91			
177168	01/08/2025	PRINTED	006731 LIFESTATION INC	805.03			
177169	01/08/2025	PRINTED	008197 LIFTECH ELEVATOR SERVICES	440.00			
177170	01/08/2025	PRINTED	008337 LIVE, LLC	129.61			
177171	01/08/2025	PRINTED	000067 LOS ANGELES COUNTY DEPT O	84,584.05			
177172	01/08/2025	PRINTED	007995 LUIS GOMEZ	2,120.00			
177173	01/08/2025	PRINTED	007973 MARIPOSA LANDSCAPES, INC	48,072.00			
177174	01/08/2025	PRINTED	006915 MARK LEE GROH	450.00			
177175	01/08/2025	PRINTED	006271 MAYFLOWER DISTRIBUTING CO	374.60			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
177176	01/08/2025	PRINTED	000040 MITY LITE INC	11,464.80			
177177	01/08/2025	PRINTED	000599 MR HOSE INC	81.23			
177178	01/08/2025	PRINTED	000166 NATIONAL RECREATION AND P	1,200.00			
177179	01/08/2025	PRINTED	000385 NATIONWIDE ENVIRONMENTAL	98,131.60			
177180	01/08/2025	PRINTED	006214 NBS GOVERNMENT FINANCE GR	1,000.00			
177181	01/08/2025	PRINTED	004292 NEWEGG BUSINESS INC	534.10			
177182	01/08/2025	PRINTED	008502 NJJ INC	15,000.00			
177183	01/08/2025	PRINTED	008444 NLS LIGHTING LLC	3,528.00			
177184	01/08/2025	PRINTED	010999 DIANA GALAN	25.19			
177185	01/08/2025	PRINTED	008432 ONYX PAVING COMPANY, INC.	527,120.32			
177186	01/08/2025	PRINTED	000357 ORANGE COUNTY TANK TESTIN	885.00			
177187	01/08/2025	PRINTED	008410 PCN3, INC.	428,785.35			
177188	01/08/2025	PRINTED	008506 PRECIOUS BOBBI JONES	200.00			
177189	01/08/2025	PRINTED	008230 RAJO, A CALIF. CORP	80.00			
177190	01/08/2025	PRINTED	008130 REBEKAH M DENEGAL	350.00			
177191	01/08/2025	PRINTED	003829 REGIONAL TAP SERVICE CENT	55.52			
177192	01/08/2025	PRINTED	010000 BETHEL AME CHURCH	250.00			
177193	01/08/2025	PRINTED	010000 CYPREXX SERVICES LLC	45.00			
177194	01/08/2025	PRINTED	010000 MID FIRST BANK	45.00			
177195	01/08/2025	PRINTED	010000 SANKOFA ELDERS HOLIDAY CE	450.00			
177196	01/08/2025	PRINTED	010000 SERVICE LINK NLS LLC	45.00			
177197	01/08/2025	PRINTED	010000 SHELLPOINT	45.00			
177198	01/08/2025	PRINTED	005074 RICK'S LUBE COMPLETE AUTO	45.75			
177199	01/08/2025	PRINTED	001388 RUSSELL SIGLER INC	51.51			
177200	01/08/2025	PRINTED	000427 SAM'S CLUB DIRECT	188.27			
177201	01/08/2025	PRINTED	001667 SEA COAST DESIGN GROUP IN	1,515.86			
177202	01/08/2025	PRINTED	000170 SHERWIN WILLIAMS	17,598.49			
177203	01/08/2025	PRINTED	000170 SHERWIN WILLIAMS	52.85			
177204	01/08/2025	PRINTED	000191 SMARDAN SUPPLY	1,338.40			
177205	01/08/2025	PRINTED	008321 SMART IT PROS, INC.	7,637.25			
177206	01/08/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	782.44			
177207	01/08/2025	PRINTED	004417 SOCALGAS	837.92			
177208	01/08/2025	VOID	007784 SOUTHERN TIRE MART, LLC	.00			
177209	01/08/2025	PRINTED	006384 CHARTER COMMUNICATIONS	13,186.44			
177210	01/08/2025	PRINTED	007012 T& G GLOBAL LLC	3,386.00			
177211	01/08/2025	PRINTED	001115 STEAMX LLC	1,690.50			
177212	01/08/2025	PRINTED	005013 SWAYZER CORPORATION	19,910.00			
177213	01/08/2025	PRINTED	008079 TERRACON CONSULTANTS, INC	27,927.36			
177214	01/08/2025	PRINTED	008510 TIMOTHY WILLIAMS	2,300.00			
177215	01/08/2025	PRINTED	008180 TOBIAS LEVI MOODY	300.00			
177216	01/08/2025	PRINTED	004017 TYLER TECHNOLOGIES	32,797.83			
177217	01/08/2025	PRINTED	006769 U S BANK CORPORATE PAYMEN	6,977.27			
177218	01/08/2025	PRINTED	006769 CITY MANAGER	6,712.25			
177219	01/08/2025	PRINTED	001249 VERIZON WIRELESS	160.04			
177220	01/08/2025	PRINTED	001751 VORTEX INDUSTRIES, LLC	5,454.77			
177221	01/08/2025	PRINTED	008503 YNETTA SAMAREA CARTER III	200.00			
177222	01/08/2025	PRINTED	008105 Z&K CONSULTANTS, INC	18,542.00			
177223	01/14/2025	PRINTED	000418 4IMPRINT INC	3,676.89			
177224	01/14/2025	PRINTED	004020 ABTECH TECHNOLOGIES INC	847.70			
177225	01/14/2025	PRINTED	000042 ALIN PARTY SUPPLY CO	436.67			
177226	01/14/2025	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	6,018.00			
177227	01/14/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	272.58			

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177228	01/14/2025	PRINTED	008425 AMERICAN GLOBAL SECURITY	68,876.36			
177229	01/14/2025	PRINTED	000504 AMERICAN RED CROSS HEALTH	3,458.00			
177230	01/14/2025	PRINTED	000543 AQUA FLO SUPPLY	573.05			
177231	01/14/2025	PRINTED	001078 AT & T LONG DISTANCE	54.05			
177232	01/14/2025	PRINTED	000568 ATKINSON, ANDELSON, LOYA,	5,612.00			
177233	01/14/2025	PRINTED	004410 B D WHITE TOP SOIL CO INC	203.96			
177234	01/14/2025	PRINTED	000184 BAVCO	4,005.80			
177235	01/14/2025	PRINTED	003981 BIOMETRICS 4 ALL INC	18.00			
177236	01/14/2025	PRINTED	003242 BLACK KNIGHT PATROL, INC	540.00			
177237	01/14/2025	PRINTED	001438 BLUE DIAMOND MATERIALS	1,643.07			
177238	01/14/2025	PRINTED	006076 BRI CONSULTING GROUP, INC	12,870.00			
177239	01/14/2025	PRINTED	007436 CALHOUN, JILL	50.00			
177240	01/14/2025	PRINTED	000050 CALIFORNIA CONTRACT CITIE	6,055.13			
177241	01/14/2025	PRINTED	000280 CALIFORNIA FENCE AND SUPP	2,653.90			
177242	01/14/2025	PRINTED	000405 CALPERS	3,816.84			
177243	01/14/2025	PRINTED	000140 CARL WARREN AND CO	10,491.00			
177244	01/14/2025	PRINTED	000635 CDW GOVERNMENT INC	24,161.95			
177245	01/14/2025	PRINTED	008179 CHENG-WEI PONG	13,500.00			
177246	01/14/2025	PRINTED	000114 CITY OF CARSON PETTY CASH	210.09			
177247	01/14/2025	PRINTED	008423 COUNTY OF LOS ANGELES	4,920.00			
177248	01/14/2025	PRINTED	001080 COUNTY OF LOS ANGELES DEP	8,824.00			
177249	01/14/2025	PRINTED	004115 CSG CONSULTANTS INC	3,731.25			
177250	01/14/2025	PRINTED	000268 DAILY JOURNAL CORP	3,969.87			
177251	01/14/2025	PRINTED	006396 KIMBERLEY DAVENPORT	50.00			
177252	01/14/2025	PRINTED	006907 ECO LAB	6,391.47			
177253	01/14/2025	PRINTED	007512 EDDINGS ENTERPRISES, INC.	3,516.17			
177254	01/14/2025	PRINTED	000039 EWING IRRIGATION PRODUCTS	1,466.70			
177255	01/14/2025	PRINTED	008107 FCG CONSULTANTS INC	5,430.30			
177256	01/14/2025	PRINTED	000221 FLEET PRIDE	11.87			
177257	01/14/2025	PRINTED	007482 GOFORTH & MARTI	69,731.21			
177258	01/14/2025	PRINTED	000941 GOLDEN STATE WATER COMPAN	10,990.00			
177259	01/14/2025	PRINTED	008335 GOMEZ GROWERS INC.	1,061.71			
177260	01/14/2025	PRINTED	000997 GOVERNMENTJOBS.COM INC NE	17,253.61			
177261	01/14/2025	PRINTED	008352 GRAFFITI PROTECTIVE COATI	6,201.72			
177262	01/14/2025	PRINTED	008136 HARRELL'S, LLC	5,027.40			
177263	01/14/2025	PRINTED	000234 THE HOME DEPOT INC	915.06			
177264	01/14/2025	PRINTED	000234 THE HOME DEPOT INC	9,385.10			
177265	01/14/2025	PRINTED	001798 CHINYERE IFEACHO	50.00			
177266	01/14/2025	PRINTED	008314 INTERIOR PLUS, INC	141,025.67			
177267	01/14/2025	PRINTED	000005 INTERNAL REVENUE SERVICE	1,056,606.30			
177268	01/14/2025	PRINTED	000415 INTERNATIONAL COUNCIL OF	125.00			
177269	01/14/2025	PRINTED	007778 IRENE T. VIERNES	50.00			
177270	01/14/2025	PRINTED	007379 J.P. MORGAN EQUIPMENT FIN	654,229.47			
177271	01/14/2025	PRINTED	000152 JERRYS CLEANERS	113.00			
177272	01/14/2025	PRINTED	007672 KELLY PAPER COMPANY	108.68			
177273	01/14/2025	PRINTED	004284 LIFE INSURANCE COMPANY OF	65,061.33			
177274	01/14/2025	PRINTED	001732 MANHATTAN STITCHING CO IN	379.26			
177275	01/14/2025	PRINTED	007664 WILLIAMS SCOTSMAN, INC.	735.38			
177276	01/14/2025	PRINTED	000379 MUTUAL PROPANE CO INC	133.31			
177277	01/14/2025	PRINTED	006214 NBS GOVERNMENT FINANCE GR	2,328.72			
177278	01/14/2025	PRINTED	010999 STEPHEN SECULES	46.76			
177279	01/14/2025	PRINTED	004862 PRINCIPAL LIFE INSURANCE	2,140.60			

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177280	01/14/2025	PRINTED	000584 PSOMAS	5,797.50			
177281	01/14/2025	PRINTED	001255 JESSICA RAMOS	50.00			
177282	01/14/2025	PRINTED	000119 RED WING SHOE STORE	1,534.94			
177283	01/14/2025	PRINTED	004145 CASSANDRA REED	50.00			
177284	01/14/2025	PRINTED	010000 JAVITA HALEY	500.00			
177285	01/14/2025	PRINTED	005074 RICK'S LUBE COMPLETE AUTO	777.75			
177286	01/14/2025	PRINTED	008216 ROBERT HALF INC.	9,180.00			
177287	01/14/2025	PRINTED	000057 ROBERT MCELROY LLC	3,477.68			
177288	01/14/2025	PRINTED	001230 ROBERTSONS READY MIX CONC	3,538.30			
177289	01/14/2025	PRINTED	001715 HARRIETT RUSS	50.00			
177290	01/14/2025	PRINTED	000419 RYDIN DECAL	691.41			
177291	01/14/2025	PRINTED	000427 SAM'S CLUB DIRECT	309.18			
177292	01/14/2025	PRINTED	000158 LIWAYWAY N SANTOS	171.52			
177293	01/14/2025	PRINTED	001605 SC FUELS	28,914.38			
177294	01/14/2025	PRINTED	000170 SHERWIN WILLIAMS	16,885.08			
177295	01/14/2025	PRINTED	003159 SITEONE LANDSCAPE SUPPLY	1,575.99			
177296	01/14/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	11,928.23			
177297	01/14/2025	PRINTED	007386 KAISER FOUNDATION HEALTH	1,375.00			
177298	01/14/2025	PRINTED	007784 SOUTHERN TIRE MART, LLC	836.14			
177299	01/14/2025	PRINTED	006654 SWANK MOTION PICTURES INC	520.00			
177300	01/14/2025	PRINTED	005079 TELECOM LAW FIRM, PC	683.12			
177301	01/14/2025	PRINTED	007780 TERESITA J. JUNIO	50.00			
177302	01/14/2025	PRINTED	008499 TESS LU	15,000.00			
177303	01/14/2025	PRINTED	008213 TRANSFORM PARTNERS, LLC	4,036.32			
177304	01/14/2025	PRINTED	004017 TYLER TECHNOLOGIES	16,700.00			
177305	01/14/2025	PRINTED	006769 U S BANK CORPORATE PAYMEN	27,598.98			
177306	01/14/2025	PRINTED	006769 CITY MANAGER	4,869.96			
177307	01/14/2025	PRINTED	001407 VASQUEZ & COMPANY LLP	25,355.00			
177308	01/14/2025	PRINTED	001249 VERIZON WIRELESS	191.06			
177309	01/14/2025	PRINTED	000562 THE WALKING MAN INC	725.00			
177310	01/14/2025	PRINTED	006220 WASTE RESOURCES, INC	529,884.97			
177311	01/14/2025	PRINTED	006522 WESTBERG AND WHITE INC	6,871.50			
177312	01/14/2025	PRINTED	000144 YAMADA CO INC	180.39			
177313	01/14/2025	PRINTED	008105 Z&K CONSULTANTS, INC	1,896.00			
177314	01/14/2025	PRINTED	008512 ZOEY WOOD	150.00			
177315	01/15/2025	PRINTED	007409 ALISON WHITNEY MILLER	35,463.38			
177316	01/15/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	393.43			
177317	01/15/2025	PRINTED	006675 AMERICAN TRANSPORTATION S	1,134.90			
177318	01/15/2025	PRINTED	008454 ARACELI ESPARZA	24,500.00			
177319	01/15/2025	PRINTED	007043 AUTOLIFT SERVICES INC	5,256.50			
177320	01/15/2025	PRINTED	001610 CHICAGO TITLE CO	500.00			
177321	01/15/2025	PRINTED	008416 CORKY'S PEST CONTROL INC.	7,710.00			
177322	01/15/2025	PRINTED	004115 CSG CONSULTANTS INC	3,040.00			
177323	01/15/2025	PRINTED	000268 DAILY JOURNAL CORP	105.10			
177324	01/15/2025	PRINTED	007948 DAVID VOLZ DESIGN LANDSCA	103,435.39			
177325	01/15/2025	PRINTED	008189 ED'S FENCING, INC	9,970.00			
177326	01/15/2025	PRINTED	008441 FABIAN L. BITANGA, JR.	39,150.00			
177327	01/15/2025	PRINTED	008107 FCG CONSULTANTS INC	1,888.80			
177328	01/15/2025	PRINTED	006940 FLORENCE FILTER CORPORATI	3,744.74			
177329	01/15/2025	PRINTED	000941 GOLDEN STATE WATER COMPAN	1,202.80			
177330	01/15/2025	PRINTED	007829 JOHNSON CONTROLS	377,740.32			
177331	01/15/2025	PRINTED	007672 KELLY PAPER COMPANY	152.17			

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177332	01/15/2025	PRINTED	004428 LAWSON PRODUCTS INC	4,512.68			
177333	01/15/2025	PRINTED	003481 LL WATERFALL DESIGN	2,380.00			
177334	01/15/2025	PRINTED	006884 LYFT, INC.	9,741.20			
177335	01/15/2025	PRINTED	003110 MICHAEL BAKER INTERNATION	34,101.00			
177336	01/15/2025	PRINTED	008444 NLS LIGHTING LLC	5,650.31			
177337	01/15/2025	PRINTED	010999 KELLY ANN HOWARD	101.00			
177338	01/15/2025	PRINTED	010999 THERESE FOISIA	197.78			
177339	01/15/2025	PRINTED	000460 PETES ROAD SERVICE INC	1,189.36			
177340	01/15/2025	PRINTED	007232 PUBLIC RISK, INNOVATION,	20,733.00			
177341	01/15/2025	PRINTED	008246 RA LUCAS COMPANY INC	208.88			
177342	01/15/2025	PRINTED	000119 RED WING SHOE STORE	1,432.10			
177343	01/15/2025	PRINTED	005074 RICK'S LUBE COMPLETE AUTO	274.50			
177344	01/15/2025	PRINTED	000402 ROADLINE PRODUCTS INC USA	6,551.99			
177345	01/15/2025	PRINTED	001388 RUSSELL SIGLER INC	50.19			
177346	01/15/2025	PRINTED	000124 SEPULVEDA BUILDING MATERI	362.07			
177347	01/15/2025	PRINTED	007052 SL CARSON BUILDERS, LLC	89,709.00			
177348	01/15/2025	PRINTED	000211 SMART AND FINAL IRIS	279.28			
177349	01/15/2025	PRINTED	006477 SNAP-ON INCORPORATED	777.34			
177350	01/15/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	59,346.23			
177351	01/15/2025	PRINTED	007784 SOUTHERN TIRE MART, LLC	589.12			
177352	01/15/2025	PRINTED	005013 SWAYZER CORPORATION	34,279.39			
177353	01/15/2025	PRINTED	000132 TARGET SPECIALTY PRODUCTS	3,578.70			
177354	01/15/2025	PRINTED	006769 U S BANK CORPORATE PAYMEN	402.40			
177355	01/15/2025	PRINTED	006404 UNIFIRST CORPORATION	559.41			
177356	01/15/2025	PRINTED	000023 UNITED REFRIGERATION INC	836.77			
177357	01/15/2025	PRINTED	008105 Z&K CONSULTANTS, INC	93,324.00			
177358	01/16/2025	PRINTED	000003 AIRGAS USA LLC	179.35			
177359	01/16/2025	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	2,970.00			
177360	01/16/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	230.45			
177361	01/16/2025	PRINTED	001001 AT&T PHONE	11,609.74			
177362	01/16/2025	PRINTED	007051 BASIC BENEFITS LLC	358.78			
177363	01/16/2025	PRINTED	001438 BLUE DIAMOND MATERIALS	1,666.01			
177364	01/16/2025	PRINTED	008411 CALTEC CORP	115,112.04			
177365	01/16/2025	PRINTED	004168 CIGNA BEHAVIORAL HEALTH I	702.10			
177366	01/16/2025	PRINTED	000062 CITY OF LOS ANGELES	717.03			
177367	01/16/2025	PRINTED	007433 EXPLORER - 1 AMBULANCE &	1,400.00			
177368	01/16/2025	PRINTED	000355 FERGUSON ENTERPRISES INC	256.33			
177369	01/16/2025	PRINTED	000941 GOLDEN STATE WATER COMPAN	307.91			
177370	01/16/2025	PRINTED	000234 THE HOME DEPOT INC	113.14			
177371	01/16/2025	PRINTED	007655 IDS GROUP, INC	15,886.55			
177372	01/16/2025	PRINTED	000094 LAKESHORE LEARNING MATERI	1,992.34			
177373	01/16/2025	PRINTED	000494 M AND S METALS	1,615.13			
177374	01/16/2025	PRINTED	003832 PARS - PUBLIC AGENCY RETI	4,335.45			
177375	01/16/2025	PRINTED	010000 ABE THOMAS UNITED COMMUNI	294.00			
177376	01/16/2025	PRINTED	000427 SAM'S CLUB DIRECT	571.98			
177377	01/16/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	326.62			
177378	01/16/2025	PRINTED	000718 STAPLES ADVANTAGE	22,196.49			
177379	01/16/2025	PRINTED	000461 STATE WATER RESOURCES CON	21,715.00			
177380	01/16/2025	PRINTED	000132 TARGET SPECIALTY PRODUCTS	224.41			
177381	01/16/2025	PRINTED	006404 UNIFIRST CORPORATION	459.85			
177382	01/16/2025	PRINTED	000212 WEST COAST ARBORISTS	143,655.00			
177383	01/16/2025	PRINTED	003482 WORLD CLASS AWARDS	2,374.63			

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177384	01/16/2025	PRINTED	007777 Blaine Tech Services	1,500.00			
177385	01/22/2025	PRINTED	004351 COLANTUONO HIGHSMITH AND	3,950.00			
177386	01/22/2025	PRINTED	000137 ADMINISTRATIVE SERVICES C	78,889.43			
177387	01/22/2025	PRINTED	000042 ALIN PARTY SUPPLY CO	274.32			
177388	01/22/2025	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	79.00			
177389	01/22/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	1,222.87			
177390	01/22/2025	PRINTED	000974 AT & T ALARM CIRCUITS	1,000.82			
177391	01/22/2025	PRINTED	007220 AVERY DENNISON CORPORATIO	84.00			
177392	01/22/2025	PRINTED	007225 CAJA ENVIRONMENTAL SERVIC	19,270.00			
177393	01/22/2025	PRINTED	000665 CALIFORNIA ASSN OF CODE E	700.00			
177394	01/22/2025	PRINTED	001489 CHOURA VENUE SERVICES	3,565.56			
177395	01/22/2025	PRINTED	008400 CLIMATE INDUSTRIES, INC.	1,366.40			
177396	01/22/2025	PRINTED	008082 CLIMATEC LLC	3,516.00			
177397	01/22/2025	PRINTED	007718 CLIVABETH PHOTOGRAPHY LLC	590.00			
177398	01/22/2025	PRINTED	004115 CSG CONSULTANTS INC	1,680.00			
177399	01/22/2025	PRINTED	007176 DAVEY COACH SALES INC.	4,947.43			
177400	01/22/2025	PRINTED	007633 DCMC, LLC	1,463.00			
177401	01/22/2025	PRINTED	000534 DIRECTV	267.99			
177402	01/22/2025	PRINTED	001155 DISH	143.46			
177403	01/22/2025	PRINTED	004906 DIVISION OF THE STATE ARC	639.40			
177404	01/22/2025	PRINTED	000039 EWING IRRIGATION PRODUCTS	343.16			
177405	01/22/2025	PRINTED	008107 FCG CONSULTANTS INC	18,400.27			
177406	01/22/2025	PRINTED	000221 FLEET PRIDE	43.04			
177407	01/22/2025	PRINTED	004437 GALLS LLC	179.21			
177408	01/22/2025	PRINTED	000941 GOLDEN STATE WATER COMPAN	4,064.50			
177409	01/22/2025	PRINTED	007378 HERC RENTALS INC.	2,919.99			
177410	01/22/2025	PRINTED	000234 THE HOME DEPOT INC	3,122.30			
177411	01/22/2025	PRINTED	000152 JERRYS CLEANERS	97.00			
177412	01/22/2025	PRINTED	006528 JOHN CRUIKSHANK CONSULTAN	56,542.15			
177413	01/22/2025	PRINTED	007829 JOHNSON CONTROLS	13,217.39			
177414	01/22/2025	PRINTED	007688 JOKER PARTY SUPPLY, INC.	594.43			
177415	01/22/2025	PRINTED	000663 LANGUAGE NETWORK	1,349.26			
177416	01/22/2025	PRINTED	000178 LOS ANGELES COUNTY	18.00			
177417	01/22/2025	PRINTED	000074 LOS ANGELES COUNTY SHERIF	4,373.76			
177418	01/22/2025	PRINTED	007248 MARIA'S GARDEN CENTER & L	660.24			
177419	01/22/2025	PRINTED	006553 MCA DIRECT	1,816.98			
177420	01/22/2025	PRINTED	007664 WILLIAMS SCOTSMAN, INC.	386.38			
177421	01/22/2025	PRINTED	007851 NAVIN SAMI	13,955.00			
177422	01/22/2025	PRINTED	008230 RAJO, A CALIF. CORP	160.00			
177423	01/22/2025	PRINTED	003829 REGIONAL TAP SERVICE CENT	55.27			
177424	01/22/2025	PRINTED	010000 CHARTER COMMUNICATIONS	600.00			
177425	01/22/2025	PRINTED	010000 CYPREXX SERVICES, LLC	90.00			
177426	01/22/2025	PRINTED	010000 VCI CONSTRUCTION	360.00			
177427	01/22/2025	PRINTED	010000 DARRYL COLEMAN	175.00			
177428	01/22/2025	PRINTED	010000 INFINITY CF, LLC	3,840.00			
177429	01/22/2025	PRINTED	010000 INTERNATIONAL CHURCH OF H	529.00			
177430	01/22/2025	PRINTED	010000 KPRS CONSTRUCTION SERVICE	627.50			
177431	01/22/2025	PRINTED	010000 MID FIRST BANK	45.00			
177432	01/22/2025	PRINTED	010000 NARVACAN ASSOCIATION OF S	225.00			
177433	01/22/2025	PRINTED	010000 THE ASSOCIATION OF OLONGA	225.00			
177434	01/22/2025	PRINTED	003585 RSG INC	11,061.25			
177435	01/22/2025	PRINTED	000427 SAM'S CLUB DIRECT	365.46			

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
177436	01/22/2025	PRINTED	000170 SHERWIN WILLIAMS	10,441.84			
177437	01/22/2025	PRINTED	003159 SITEONE LANDSCAPE SUPPLY	94.68			
177438	01/22/2025	PRINTED	000211 SMART AND FINAL IRIS	201.06			
177439	01/22/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	525.73			
177440	01/22/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	21,279.07			
177441	01/22/2025	PRINTED	004977 CHARTER COMMUNICATION	1,736.15			
177442	01/22/2025	PRINTED	000718 STAPLES ADVANTAGE	4,710.72			
177443	01/22/2025	PRINTED	000149 TEK TIME SYSTEMS, INC	110.00			
177444	01/22/2025	PRINTED	004017 TYLER TECHNOLOGIES	61,698.50			
177445	01/22/2025	PRINTED	006404 UNIFIRST CORPORATION	107.71			
177446	01/22/2025	PRINTED	000144 YAMADA CO INC	1,687.63			
177447	01/22/2025	PRINTED	008105 Z&K CONSULTANTS, INC	25,000.00			
324 CHECKS				CASH ACCOUNT TOTAL	6,492,009.15	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
324 CHECKS	FINAL TOTAL	6,492,009.15	.00

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

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032-

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1291	01/22/2025	PRINTED	007451 EXP US SERVICES INC	2,455.00			
		1 CHECKS	CASH ACCOUNT TOTAL	2,455.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	2,455.00	.00

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



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER APPROVING AN INCREASE TO THE APPROVED FISCAL YEAR SPEND WITH AMAZON FOR MATERIALS AND SUPPLIES (CITY COUNCIL)

I. SUMMARY

As allowed by City Municipal Code ("CMC") 2611(g), Council approved on February 16, 2021 (File ID #2021-057) the use of Omnia Partners, Public Sector ("Omnia Partners") contract No. MA3457 awarded to Amazon Business ("Amazon") for the purchase of materials, supplies, and equipment. Due to increases in demand, product availability, and competitive pricing, Staff are now requesting that the City Council increase the approved fiscal year spend with Amazon to \$200,000 and to extend the term of this approval through the term of the approved cooperative agreement.

II. RECOMMENDATION

1. WAIVE the formal bidding procedures as defined by CMC Section 2610, as allowed by CMC Section 2611(g) (Cooperative Purchasing).
2. AUTHORIZE the City to make purchases of materials, supplies and equipment from Amazon Business in a cumulative amount not to exceed \$200,000 per fiscal year, throughout the term of the approved cooperative agreement.

III. ALTERNATIVES

None.

IV. BACKGROUND

Amazon Business is an online marketplace that delivers local governments and public agencies cost-savings solutions that simplify procurement and help drive compliance with purchasing requirements. Amazon Business allows flexibility, selection and convenience for expedient delivery of supplies and equipment such as IT products, breakroom products, office supplies, janitorial and sanitation supplies, maintenance, repair and operations supplies and recreation supplies. The City receives certain sales tax revenues from online transactions. The state allocates revenue to the city that serves as the place of sale in the transaction.

To maximize cost savings and staff resources, many governmental jurisdictions or public agencies combine their contracting efforts through cooperative purchase agreements, which increase pricing competitiveness and lowers operating costs through significant volume discounts. When comparing the administrative costs required, such as product research, vendor research, advertising, awarding and creating the contract, it is more cost effective to make purchases through a cooperative purchase agreement. The pricing terms and conditions for this agreement were determined through a competitive solicitation conducted by Omnia Partners.

Since March of 2020, Amazon Business has been an integral vendor in the delivery of Personal Protective Equipment (such as disposable gloves, coveralls and respirators for the protection of staff) and Information Technology equipment (such as webcam and microphones for work from home and remote learning at parks) amid the COVID-19 pandemic.

The recommendations in this report are in accordance with the City's Purchasing Code Section 2611 (g), which authorizes City departments, when it is advantageous to the City, to use cooperative purchasing agreements approved by the City Council to purchase supplies through legal contracts of other governmental jurisdictions or public agencies, eliminating the need to perform additional competitive bidding by the City of Carson.

This Cooperative Purchasing Agreement was created, competitively bid, evaluated and awarded by Omnia Partners through the Request for Proposals: RFP No. MG20-81 dated on January 13, 2020. The State of Utah as the Principal Procurement Agency partnered with Omnia Partners to establish a master agreement for the solicitation to be available to other public agencies nationally, including state and local governmental entities, through a five-year agreement from September 9, 2020 through May 5, 2025. By increasing the fiscal year not-to-exceed amount, we ensure that Department Staff have access to competitively bid materials and supplies available on the City's Amazon Business Portal.

V. FISCAL IMPACT

Funds requested for the use of this cooperative agreement are already included in the Fiscal Year 2024-2025 adopted budget. Departments will use their own funding to purchase these products as required

VI. EXHIBITS

1. RFP No. MG20-81
2. Contract No. MA3457

Attachments

[RFP No. MG20-81.pdf](#)

[Contract No. MA3457.pdf](#)

Event Summary - Online Marketplace

Type	Expertise/Solution Based	Number	MG20-81
Stage Title	-	Organization	StateOfUtah
Currency	US Dollar	Exported on	1/5/2021
Exported by	Jessica Goforth	Payment Terms	-
Sealed Bid	Yes	Intend to Bid	No
Bid Total	0.00 USD		

Event Dates

Time Zone	MDT/MST - Mountain Standard Time (US/Mountain)
Released	-
Open	1/8/2020 1:00 PM MST
Close	2/12/2020 2:00 PM MST
Sealed Bid	2/12/2020 2:00 PM
Question Submission Close	1/29/2020 2:00 PM MST

Event Users

Contacts

Michael Glenn

michaelglenn@utah.gov

Description

Issuing Procurement Unit Division of Purchasing & General Services
Conducting Procurement Unit Division of Purchasing & General Services

Online Marketplace

SOLICITATION # MG20-81

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. This Request for Proposals ("RFP") is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence.

Purpose of this Solicitation

The purpose of this RFP is for the State of Utah to enter into a contract with a vendor to provide a solution to the following problem that the Conducting Procurement Unit is experiencing:

The State is seeking to provide users with an online digital marketplace to provide transactional items that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

This RFP and resulting contract award(s) is a solutions-based solicitation, meaning the State of Utah is seeking equipment, products, and/or services that meet the requirements of this RFP and that are commonly desired or are required by law or industry standards. The State is looking to have one or multiple online marketplaces that are able to provide a diverse range of transactional items that could be used in and for an office, school, and/or other settings. Offerors may submit for **one, all, or a combination** of the following categories: Education-Based Accessories, Display, Products, and Related Supplies; Information Technology Peripheral Devices and Related Products; Maintenance, Repair and Operation Products; and Office-Based Accessories, Décor, Products, and Related Supplies. **When submitting for one or more categories, Offerors may subcontract items.** Offerors may include related solutions that are complementary to the categories and items identified in this RFP.

Given the cooperative nature of this RFP, it is expected that offerors shall propose a wide array of equipment, products, and/or services at lower prices and with better value than what they would ordinarily offer to the public or to a single government entity.

Background of the Conducting Procurement Unit

Online Marketplace

The State of Utah has identified the need to have a digital marketplace in order to provide the State and its entities the best prices. In previous years, the State of Utah had a contract for office supplies that was based on an established discount from list price. In wanting to determine if the discount from list price offers the best value to the State of Utah, a digital marketplace for office and schools supplies was obtained which utilized a more dynamic pricing model.

The State of Utah is now seeking an Online Digital Marketplace Solution across specific categories that offers a more dynamic pricing structure to ensure the State and its entities are continually receiving the best value. Under a dynamic pricing model, the State of Utah anticipates that the market establishes the best value and the State will not need to amend the contract when the market goes up or down. Additionally, by extending this contract nationwide, the benefits of this contract are not limited to the State of Utah. Presently, many public and non-profit entities utilize online marketplaces. By offering Participating Public Agencies the ability to utilize the resultant contract(s), agencies can lower costs through reducing procurement expenses, improve their compliance and reporting, and potentially support a wider range of diverse suppliers.

National Contract

The State of Utah, as the Principal Procurement Agency, defined in Attachment G, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The State of Utah is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental

Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment G, or as otherwise agreed to. Attachment G contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Vendor that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Vendor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Vendor's need to respond to additional competitive solicitations. As such, the Vendor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Vendor and respond to the OMNIA Partners documents (Attachment G).

Expectations for Deliverables by the Conducting Procurement Unit

Online digital marketplace providing at least one of the below categories. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to.

Education-Based Accessories, Display, Products and Related Supplies

Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

Information Technology-Peripheral Devices and Related Products

Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.

Maintenance, Repair and Operations Products

Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.

Office-Based Accessories, Décor, Products, and Related Supplies

Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Project Goals for the Conducting Procurement Unit

In addition to specific qualifications and requirements listed later in this RFP, providers should

offer an established, out-of-the-box business-to-consumer e-commerce marketplace platform that fits the following requirements:

- Is designed as a B2C (Business to Consumer) platform to connect one or more sellers to multiple buyers.
- An established and demonstrated methodology for showing prices are generally below retail prices
- Offers the ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
- Offers a wide variety of products in multiple commodity groups with the awarded categories
- A focus on quick delivery with the majority of products being available to be delivered to users within 5 days
- A central point of contact for customer service, delivery, or account issues

And preferences for platforms include:

- out-of-the-box analytics/reporting dashboard and capabilities that are part of the platform.
- customizable workflow and governance capabilities in the platform to allow:
 - all administrators to restrict product or commodities depending on organizational internal policies and procedures.
 - full revision history of changes made and who made the workflow
- Other Capabilities
 - Secure Login
 - Online catalog of items
 - Access to online order history
 - Mobile-enabled site
 - Payment methods – Purchase Order (“PO”) or credit card
 - Standard reporting
 - Freight selection
 - Online sample request form
 - Product images (high resolution) associated with each item

Closing Date and Time

The closing date and time for this sourcing event is provided below in the **Anticipated Schedule**. If your time zone is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

Contract Award

It is anticipated that this RFP will result in multiple contract awards. The methodology or formula that will be used to determine the number of contract awards is based on the Cost per Points Ratio ($\text{Cost Proposal} / \text{Technical Points Received} = \text{Cost Points Ratio}$). All vendors within 300% of the lowest Cost Point Ratio will be awarded a contract.

Future Procurements

The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.

Length of the Contract

The contract resulting from this RFP will be for FIVE (5) years or the time identified by the awarded vendors during the clarification phase. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have

different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Anticipated Schedule

The following is the anticipated schedule for this procurement. The Division reserves the right to alter these dates. All deadlines are prevailing (Daylight or Standard) Mountain Time.

ACTIVITY	DATE
RFP Issued	1/8/2020
Offeror Webinar Google Meeting (meet.google.com/axf-avqz-wmc)	1/22/2020 at 1:30 pm MST
Deadline for Questions during the Question and Answer Period	1/29/2020
RFP Offeror Submittals Due Date	2/12/2020
Identification of Potential Awarded Offeror	2/19/2020
Signing of Contract	3/4/2020
Anticipated Authorization to Proceed	3/4/2020

It is the sole responsibility of the Offerors to examine, with appropriate care and diligence prior to submitting its response to the RFP, the RFP and all conditions which may in any way affect its response or performance under the Contract (if awarded).

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Vendors must complete and upload Attachments B, C, and D.

Certification

I certify that I have read and agree to the this prerequisite.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

The objective criteria, or mandatory minimum requirements, that will be used to evaluate this solicitation are the completion of Attachments B, C, and D, including D1, D2, D3, and G.

Attachments B, C, D, and G can be found in the Buyer Attachment section of this solicitation.

Vendors must complete the forms and then upload their responses to Questions 3.2, 3.3, and 3.4 in the Questions section of this solicitation.

2 ★ **Instructions To Supplier :**

Vendors must complete and upload Attachments D1, D2, D3, E and G (if the vendor wishes to participate with Omnia Partners).

Certification

I certify that I have read and agree to this prerequisite.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

To determine which proposal provides the best value to the State, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed in this prerequisites section.

The subjective criteria are located in Attachment D – Project Capability in attachment D1, D2, D3, Attachment E, and G – Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector. Vendors must review and complete Attachment D, E, and G as described in that attachment.

3 ★ **Instructions To Supplier :**

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

Certification

I certify that I have read and agree to the terms above.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

Objective Criteria

Scoring

Methodology

Completed Attachment B - Key Personnel Form	Pass / Fail
Completed Attachment C - Price Proposal Form	Pass / Fail
Completed Attachment D - Project Capability	Pass / Fail
Completed Attached E - Marketing/Education Plan	Pass/Fail
Submission submitted in SciQuest on time (Vendor clicked submit and uploaded and answered all necessary documents and questions)	Pass / Fail
Completed Attachment G – Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector	Pass/Fail

Stage 2: Technical Proposal Evaluation

Solicitation responses should indicate which categories that Offeror is responding to. In the responses, Offerors should: highlight experience as it relates to each category the Offeror is responding to, describe market presence to include any current presence at a national level, and indicate how Offeror would educate its team of the contract both within the State of Utah and nationally (such as how products would be distributed, a plan for meeting product needs from agencies, and how volume would be tracked and reported as necessary to the State of Utah and OMNIA Partners).

Solicitation responses that have received a passing score in each of the objective scoring criteria will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this solicitation. Proposals will be evaluated against the evaluation criteria as follows:

<u>Evaluation Criteria</u>	<u>Scoring Methodology</u>	<u>Weighting of Criteria</u>	<u>Total Possible Points</u>	<u>Actual Score</u>
Attachment D1 - Level of Expertise Plan (LE)	1, 5, or 10	45%	225	
Attachment D2 - Risk Assessment Plan (RA)	1, 5, or 10	25%	125	
Attachment D3 - Value Added Plan (VA)	1, 5, or 10	15%	75	
Attachment E - Marketing/Education Plan	1, 5, or 10	15%	75	
Total Technical Score		100%	500	

The evaluation team will provide a score using the above mentioned methodology using the following:

1 point – Offeror has demonstrated experience but was poor performing with supporting metrics

5 points – Offeror has no experience or experience with no demonstrated or verifiable metrics

10 points – Offeror has experience and is high performing with supporting or verifiable metrics

The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Offerors who receive a minimum of **425** Technical Criteria points will move on to the Cost Proposal stage.

Final Stage: Cost Proposal Evaluation

Pursuant to Utah Code Annotated (UCA) § 63G-6a-707(6), the cost proposal will be evaluated independently from the technical proposal; and as such, must be submitted separately from the technical proposal. Offerors must not include costs or pricing data in their responses to the Mandatory Minimum Requirements and the Technical Response.

Offeror must upload a completed market basket for each category that the vendor wishes to be considered for in the Questions section of this solicitation. If an offeror fails to upload a completed market basket, then its proposal will be considered non-responsive and the proposal will be rejected.

Failure to submit cost or pricing data separately will result in your proposal being judged as non-responsive and ineligible for contract award.

Offerors successful in the technical evaluation will advance to the Final Stage: Cost Proposal Evaluation. The Offeror with the lowest Cost Point Ratio will be awarded a contract. Any Offeror whose Cost Point Ratio is within 300% of the lowest Cost Point Ratio will also be awarded.

Total Cost will be computed by adding up the proposed cost for all the items in each market basket. The formula to compute the Cost Point Ratio is: $\text{Total Cost} / \text{Technical Points} = \text{Cost Point Ratio}$. This will be done for each category individually.

The State reserves the right to reject any Proposal if it determines that the Price Proposal is significantly unbalanced to the potential detriment of the State.

4 ★ **Instructions To Supplier :**

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. See the Buyers Attachment section.

Certification

I certify that I have read and agree to the terms above.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form, at the time the proposal is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic “redacted” (excluding protected information) copy of the proposal. Copy must clearly be marked “Redacted Version.”

The Claim of Business Confidentiality form may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “**PROTECTED**”, “**CONFIDENTIAL**” or “**PROPRIETARY**”.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

5 ★ **Instructions To Supplier :**

Offeror may take exception and/or propose additional language to the Standard Terms and Conditions that have been attached to this RFP.

Certification

I certify that I have read and agree to the terms above.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

Any contract resulting from this RFP will include, but not be limited to the Standard Terms and Conditions.

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, any requested exceptions and/or additions to the Standard Terms and Conditions must be submitted as an answer to the corresponding question in the Question Section of this solicitation. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Question and Answer period regarding the Standard Terms and Conditions.

The State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

For any proposed change(s), Offeror must provide the State of Utah's Standard Terms and Conditions for this solicitation in Microsoft Word format with redline edits. Additional terms or documents must be submitted in separate Microsoft Word documents. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatory required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State may reject a proposal if the offeror who submitted the proposal fails to sign a contract within 90 days after the contract award.

6 ★ **Instructions To Supplier :**

The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.

Certification

I certify that I have read and agree to the terms above.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled “Review & Submit”, then check the box under the “Certification” heading to certify their bid. Then click the blue box labeled “Submit Response” in order to submit their bid.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation. No faxes or hard copies will be accepted.

When submitting a proposal or modification to a proposal electronically, Offerors must allow sufficient time to complete the online forms and upload documents. This RFP will close at the closing time posted on SciQuest. If an Offeror is in the middle of uploading a proposal when the closing time arrives, SciQuest will stop the process and the proposal or modification to a proposal will not be accepted.

It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

Be aware that entering information and uploading documents onto SciQuest may take time. Offerors should not wait until the last minute to submit a proposal. Offerors are strongly encouraged to start the submission process early in order to allow sufficient time for completing their proposal. If an offeror is still working on its proposal when the solicitation closes then when the screen refreshes to the next page, it will receive a 500 Session Timed Out Application Error. After reopening the solicitation an offeror will see that the solicitation is closed and it will not be allowed to submit its proposal. As such, it is strongly recommended that proposals be uploaded and completed at least two days before any established deadline in the solicitation so that a proposal will not be received late and be ineligible for award consideration.

7 ★ **Instructions To Supplier :**

Additional information regarding this solicitation.

Certification

I certify that I have read and agree to the terms above.

✕

Supplier Must Also Upload a File:

No

Prerequisite Content:

Addenda

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time. After the due date and time for submitting a proposal to this RFP, at the discretion of issuing procurement unit, addenda to this RFP may be limited to Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

Question and Answer Period

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

Property of the Division

All documents submitted by the Offeror in response to this RFP become the property of the Division and will not be returned to the Offeror, except for the protected records as described below. (Government Records Access and Management Act (GRAMA)).

Errors

If the Offeror identifies any mistake, error, or ambiguity in the RFP at any time during the procurement process, it is the duty of the Offeror to notify the Division of the recommended correction in writing.

Prohibited Activities

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT for the State of Utah Division of Purchasing procurement officer overseeing this RFP.

If the Offeror or anyone representing the Offeror offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the State of Utah or any of its employees, agents or representatives at any time during this procurement process the Division will immediately disqualify the Offeror.

Late Proposals

The Division will not consider any late Proposals. Proposals received after the deadline for submittal of Proposals will be returned to the Offeror, unopened.

State Rights

The State may investigate the qualifications of any Offeror under consideration, may require confirmation of information furnished by an Offeror, and may require additional evidence of qualifications to perform the Work described in this RFP. The State reserves the right, in its sole and absolute discretion, to:

1. Reject any or all Proposals.
2. Issue a new RFP.
3. Cancel, modify, or withdraw the entire RFP.
4. Cancel the award of any Contract before execution without liability.
5. Issue Addenda, supplements, and modifications to the RFP.
6. Modify the RFP process (with appropriate notice to Proposers).
7. Appoint an Evaluation and Selection Committee and evaluation teams to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation.

8. Revise and modify, at any time before the Proposal Due Date, the factors it considers in evaluating Proposals and to otherwise revise or expand its evaluation methodology. The Division may extend the Proposal Due Date if such changes are deemed by the Division, in its sole discretion, to be material and substantive.
9. Hold meetings and/or exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual informational meetings are held, the Division affords all Proposers an opportunity to participate in such meetings.
10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
11. Waive weaknesses, discrepancies, informalities, omissions or minor irregularities in Proposals, and seek and receive clarifications to a Proposal.
12. Hold the Proposals under consideration for the duration of the Contract Award Period.
13. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 1. Default on the part of an Offeror under previous contracts with the State;
 2. Unsatisfactory performance of previous work by Offeror under previous contracts with the State;
 3. Debarment or suspension under Division or Federal regulations to the Offeror;
 4. Any other reason affecting the Proposer's ability to perform, or record of business integrity; and/or
 5. The Proposer is not otherwise qualified and eligible to receive an award of the Contract under applicable laws and regulations.

Disclaimers

This RFP does not commit the State to enter into a Contract, nor does it obligate the State to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event is the State to be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to the State, has been executed and authorized by the Division and approved by all required authorities.

Offerors are responsible to review Part 16 of the Utah Procurement Code and applicable rules to understand the State's protest process. Any protest not set forth in writing within the time limits specified in Part 16 is null and void and will not be considered.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

Proposal Revisions

During the clarification phase the State may enter into a discussion with the selected Offeror to determine final costs based on the final scope of work approved by the State and the vendor. During these discussions the selected Offeror's total price may not go higher than originally priced.

Equivalent Specification

Wherever in this RFP, an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Offerors.

Samples

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the invitation for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the invitation for proposals by the procurement unit.

New Technology

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

If the State of Utah Department of Technology Services is conducting this RFP then the Department of Technology Services has the authority to allow any and all State of Utah Executive Branch Agencies to participate in any contract resulting from this RFP in the event a procurement need arises. Allowing additional Executive Branch Agencies to participate in a contract resulting from this RFP will require a contract amendment and participation will be limited to the procurement items or scope of work identified in this RFP. All technology contract amendments will be issued in accordance with State of Utah Technology Governance Act § 63F-1-205, Utah Procurement Code, and Utah Administrative Rule R33-12-502.

Eligible Users

In addition to OMNIA Partners Participating Public Agencies outside the State, this contract will be for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

The following Eligible Users are allowed to use the awarded contract: State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

Each Eligible User is considered an individual customer. Each Eligible User will be responsible to follow the terms and conditions of this RFP. Eligible Users will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The State is not responsible for any unpaid invoice.

8 Instructions To Supplier :

If an Offeror is awarded a contract from this RFP then it is required to provide a quarterly administrative fee and report per the requirements listed below; this said quarterly administrative fee and report is only related to Utah agencies that utilize this Contract. In addition to the quarterly administrative fee and report, the successful Offeror will also be required to sign Attachment G (Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector), Exhibit B, OMNIA Partners Administration Agreement; the terms and conditions outlined in Attachment G related to Participating Public Agencies include those both within and outside of the State of Utah. Offerors should have any reviews required to sign the document prior to submitting a response as an Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement..

Certification

I certify that I have read and agree to the terms above.

x

Supplier Must Also Upload a File:

No

Prerequisite Content:

The intention of the below fee and quarterly report is to be limited to only Utah agencies; the following Contract Administrative Fee and Quarterly Report requirements will apply to the awarded contract:

Quarterly Administrative Fee: Offeror agrees to provide a quarterly administrative fee to the Division of Purchasing in the form of a check, EFT or online through the Division's Automated Vendor Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be 1% and will apply to all purchases (net of any returns, credits, or adjustments) made under the awarded contract.

Quarterly Utilization Report: Offeror agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The quarterly utilization report will show, at a minimum, the quantities and dollar volume of purchases by each: State of Utah Departments and Agencies, Cities, Counties, School Districts, Higher Education, Special Service Districts, and Other. The quarterly utilization report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

Report Schedule: The quarterly utilization report shall be made in accordance with the following schedule:

Period Ends: Reports Due:

March 31 April 30

June 30 July 31

September 30 October 31

December 31 January 31

Fee Payment: After the Division of Purchasing receives the quarterly utilization report, it will send the Offeror an invoice for the total quarterly administrative fee owed to the Division of Purchasing. Offeror shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or the quarterly utilization report is not received by the report due date, then the Offeror will be in material breach of the awarded contract.

Past Reports and Fees: The State reserves the right to not sign a contract resulting from this solicitation with a vendor that was awarded a previous contract that is not current on its administrative fee and administrative reports.

Buyer Attachments

Terms and Conditions for Goods & Services (Cooperative Contracts)	TCCoopGoodsServices-051319 (1)_UpdatedNH.docx	../Attachments/TCCoopGoodsServices-051319 (1)_UpdatedNH.docx
Description of Solicitation Process	Description of Solicitation Process.docx	../Attachments/Description of Solicitation Process.docx
Attachment B - Key Personnel Form	ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx	../Attachments/ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx
Attachment C - Price Proposal Sheet	MG20-81 - Attachment C.docx	../Attachments/MG20-81 - Attachment C.docx
Attachment D - Project Capability Templates	ATTACHMENT+D+Project+Capability+Submittal.docx	../Attachments/ATTACHMENT+D+Project+Capability+Submittal.docx
Attachment E - Marketing/Education Plan	MG20-81 - Attachment E.docx	../Attachments/MG20-81 - Attachment E.docx
Attachment G - OMNIA Participation	Attachment G - OMNIA Partners 1.9.20.docx	../Attachments/Attachment G - OMNIA Partners 1.9.20.docx
Claim of Business Confidentiality Form	confidentialityclaimform (1).doc	../Attachments/confidentialityclaimform (1).doc
Changing your Time Zone	Changing Your Time Zone.pptx	../Attachments/Changing Your Time Zone.pptx
Examples of Attachment D	Examples for Attachment D.docx	../Attachments/Examples for Attachment D.docx
Draft Score Sheet	Draft Scoresheet Unlocked.xlsm	../Attachments/Draft Scoresheet Unlocked.xlsm
Online Marketplace Presentation Slide Deck	MG20-81 - Online Marketplace Presentation.pptx	../Attachments/MG20-81 - Online Marketplace Presentation.pptx

Questions

★ Supplier Response Is Required

Page 1

Group 1: Presentation Link

- Vendor has either attended the live presentation or watched the recording through the below link.
- 1.1 Please copy/paste this link into your web browser to get access to the presentation recording: ★
- https://drive.google.com/file/d/1tXdE17QxuWSUPDyXZR_YGjSYWlul0uwZ/view?usp=sharing
- Yes/No
- No response.

Group 2: Acceptance of Prerequisites

- 2.1 Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local? ★
- Yes/No
- No response.
- 2.2 Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov. ★
- Yes/No
- No response.
- 2.3 Offeror acknowledges that it has uploaded a document providing a point-by-point response to the following prerequisites: the mandatory minimum requirements prerequisite, the technical requirements prerequisite, and any other prerequisite that required a document to be uploaded. ★
- Yes/No
- No response.
- 2.4 In the event that an Offeror offers pricing discounts for educational entities that (1) are applicable to this solicitation and (2) result in lower pricing than what is generally offered to other governmental entities, please attach a separate cost proposal labeled "Educational Pricing" to your proposal. This cost proposal for Educational Pricing is to be submitted in addition to the original Cost Proposal Form and will only be available to authorized end users. The Educational Pricing will not be used to evaluate costs. Offeror acknowledges that it has read and understands this question. ★
- Yes/No
- No response.
- 2.5 Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension. ★
- Yes/No
- No response.
- 2.6 Is Offeror an employee of the State of Utah? If yes, then Offeror must submit an external employment form signed by Offeror's manager at the State of Utah. ★
- Yes/No
- No response.

- 2.7 If awarded a State Cooperative Contract Offeror understands that its resulting contract may be terminated for convenience, without cause, if there is no reported spend for any one fiscal year of its contract. ★

Yes/No

No response.

Group 3: Vendor Information

- 3.1 Please provide your firm's legal company name. ★

Text (Multi-Line)

No response.

- 3.2 Please provide your federal tax identification number. (If the vendor is sole proprietor please do not provide your social security number.) ★

Text (Multi-Line)

No response.

- 3.3 Please provide your firm's contact information for the resulting contract, including the name, phone number, and email address of your firm's authorized representative. ★

Text (Multi-Line)

No response.

- 3.4 Please provide your ordering address and the remit to address. Please clearly identify each address. ★

Text (Multi-Line)

No response.

- 3.5 Please provide your firm's State of Utah Sales Tax ID Number. If you do not have a State of Utah Sales Tax ID Number, please write "N/A". ★

Text (Multi-Line)

No response.

- 3.6 Identify your firm's type of business. ★

Dropdown List (Pick One)

Partnership
Government
Sole Proprietor
Limited Liability Company
Not-for-Profit Corporation
For-Profit Corporation

No response.

- 3.7 Identify your company's Point of Contact for this solicitation, include the point of contact's phone number and email address. ★

Text (Multi-Line)

No response.

- 3.8 Is Offeror (owners, principles, partners) a retiree currently receiving benefits through the Utah Retirement Systems (URS)? ★

Yes/No

No response.

Group 4: Vendor's Submission

- 4.1 I have either attended the pre-proposal meeting or viewed the webinar of the pre-proposal meeting. ★

Yes/No

No response.

4.2	Upload your completed response for Attachment B: Key Personnel Proposal Form. ★ File Upload No response.
4.3	Upload your response for Attachment D: Project Capability Submittal (LE, RA, VA) Checklist and Format. ★ File Upload No response.
4.4	Upload your completed Attachment E here. ★ File Upload No response.
4.5	If your firm is requesting parts of its proposal be protected please upload your Claim of Business Confidentiality Form here as well as your redacted proposal. File Upload No response.
4.6	Any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. If you have no exceptions, upload a document stating "None". ★ File Upload No response.
Vendor understands and acknowledges that its response, including all uploaded documents, will not be considered received by the State of Utah unless the Vendor clicks submit. Even if Vendor uploads all required documents and responds to all required questions its response will not be considered if it does not click submit.	
4.7	Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid. ★ Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation. Yes/No No response.
4.8	Upload your response for Attachment G: Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector. If you do not wish to participate in the nationwide portion of this contract, upload a word doc stating so. ★ File Upload No response.
Group 5: Award Categories	
5.1	Do you want to be considered for the Education category and have you inputted cost data for all items in the Education market basket? ★ Yes/No No response.
5.2	Do you want to be considered for the Information Technology (IT) category and have you inputted cost data for all items in the IT market basket? ★ Yes/No No response.

5.3

Do you want to be considered for the Maintenance, Repair, and Operations (MRO) category and have you inputted cost data for all items in the MRO market basket? ★

Yes/No

No response.

5.4

Do you want to be considered for the Office category and have you inputted cost data for all items in the Office market basket? ★

Yes/No

No response.

Product Line Items

Group P1: Education Category Market Basket

#	Item Name, Commodity Code, Description	Allow Alternate s	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	Cleaner, Board, Dry Erase, 8 OZ Input the cost for one Cleaner, Board, Dry Erase, 8 OZ as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-
P1.2	Tape Input the cost for a pack of Tape, Eco, Magic, 3/4" x 900", 10 PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	TP - Ten Pack	-	-	-	-
P1.3	Crayon Input the cost for a box of Crayon, 3-5/8", Cryaola, 24/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	BX - Box	-	-	-	-
P1.4	Glue Input the cost for one Glue School, Elmers, 4 OZ as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-
P1.5	Eraser Input the cost for one Eraser, Magnetic, Dry Erase as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-
P1.6	Glue Stick Input the cost for a pack of Glue Stick, Classroom, 30/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	PK - Pack	-	-	-	-
P1.7	Calculator Input the cost for one Calculator, Graphing, TI84 Plus as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-

Total Price (USD)

Group P2: Information Technology Category Market Basket

#	Item Name, Commodity Code, Description	Allow Alternate s	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P2.1	Wireless Mouse and Keyboard Input the cost for one Logitech MX900 Wireless Keyboard & Mouse as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-
P2.2	27 Inch Display Input the cost for one HP 27ER 27 Inch Display as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-
P2.3	Headset Input the cost for one Logitech USB Headset H390 with noise cancelling mic as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-
P2.4	Presenter Input the cost for one Presenter, Wireless, R400 as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.		1	EA - Each	-	-	-	-

P2.5	Headset	1	EA - Each	-	-	-	-
Input the cost for one Logitech H800 Bluetooth Wireless Headset Headset as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							

Total Price (USD)

Group P3: Maintenance, Repair, Operations Market Basket

#	Item Name, Commodity Code, Description	Allow Alternate s	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P3.1	Battery		1	PK - Pack	-	-	-	-
Input the cost for a pack of Standard Battery, AA, Alkaline, 24/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P3.2	Caulk		1	EA - Each	-	-	-	-
Input the cost for one Adhesive Caulk, 5.5 OZ, White as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P3.3	Electrical Tape		1	EA - Each	-	-	-	-
Input the cost for one Electrical Tape, 7 mil, 3/4" x 66 ft., Blk as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P3.4	Safety Glasses		1	EA - Each	-	-	-	-
Input the cost for one Safety Glasses, Clear, Uncoated as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P3.5	Disposable Gloves		1	PK - Pack	-	-	-	-
Input the cost for one Disposable Gloves, Latex, L, Blue, 50/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								

Total Price (USD)

Group P4: Office Category Market Basket

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P4.1	Manila File Folder		1	BX - Box	-	-	-	-
Input the cost for one Manila File Folder, Letter Size, 50/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P4.2	Highlighter		1	PK - Pack	-	-	-	-
Input the cost for one Highlighter, Assorted, 12/Pack as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P4.3	Copy Paper		1	RM - Ream	-	-	-	-
Input the cost for one ream of Copy Paper, 8.5" x 11", 20LB, White as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P4.4	Binder Clip		1	BX - Box	-	-	-	-
Input the cost for one box of Clip, Binder, Small, 12/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								
P4.5	Sticky Notes		1	PK - Pack	-	-	-	-
Input the cost for one pack of Note, Post-It, 1.5" X 2", Neon, 12/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.								

Total Price (USD)

Q&A Board

Subject = Attachments- void of identity

Public Thread

Q: Just to be clear, is attachment D (1,2,3) the only attachment that needs to be anonymous ?

Question added by: Anonymous

1/29/2020 1:56 PM EST

A: Attachment E also needs to be anonymous.

Answered by: Michael Glenn

1/29/2020 3:14 PM EST

Subject = Attachment B

Public Thread

Q: Can you please elaborate on the responsibilities of the Project Lead as indicated in Attachment B? Also, is this the only personnel title that we are meant to respond to?

Question added by: Anonymous

1/29/2020 11:11 AM EST

A: The project lead will be the primary person responsible for the contract and it's execution. This is the primary person we are asking for a response about.

Answered by: Michael Glenn

2/4/2020 11:13 AM EST

Subject = Peripherals Requirements

Public Thread

Q: The Peripheral Devices product category states that items should not connect to a user's network. Is this to mean that we cannot offer any printers, or other peripherals, that utilize a WiFi connection?

Question added by: Anonymous

1/29/2020 8:17 AM EST

A: That is correct. If there was to be a change in policy down the road that allowed for items that utilize a WiFi connections, then those would be allowed at that point. For now, they are not allowed.

Answered by: Michael Glenn

1/29/2020 5:37 PM EST

Subject = Value Added Items - Cost and Schedule Impact %

Public Thread

Q: Attachment D, D3 Value Added Items – Cost % impact and Schedule % impact seem to be correlated to the WRR that is no longer a part of the solicitation. Typically, these sort of metrics are services related, and this solicitation is product based. Will the State remove the Cost % and Schedule % requirement? If the State wishes to keep this requirement, will you clarify what is needed?

Question added by: Anonymous

1/27/2020 5:32 PM EST

A: Value Add can still be applicable for goods based solicitations. Things like "free shipping on orders over X" could be a value add and would have a cost savings percentage associated. Value add does not always need a Cost % or Schedule % if that value add isn't applicable to one. Both Cost % and Schedule % do not need to be included for each value add if it doesn't apply.

Answered by: Michael Glenn

1/29/2020 5:12 PM EST

Subject = Punch-Out Capabilities

Public Thread

Q: The solicitation details the requirements for an online marketplace platform. Considering the extensive breadth of the contract accessibility, how does the State intend to accommodate users who prefer integration with existing punch-out solutions?

Question added by: Anonymous

1/27/2020 12:51 PM EST

A: The State is looking for individual marketplaces for each respective vendor who submits, so these would be separate to any existing punch-out solutions for users to decide which contracts to use.

Answered by: Michael Glenn

1/27/2020 5:36 PM EST

Subject = Compliance Monitoring

Public Thread

Q: The solicitation explains that a more dynamic pricing structure ensures best value for users relative to a past practice of pricing based on percentage off list price. How does the State intend to monitor the resulting contract(s) to confirm users are receiving best value through the selected online marketplace(s) compared to other publicly solicited statewide contracts?

Question added by: Anonymous

1/27/2020 12:50 PM EST

A: By going after a market driven pricing structure, the State intends to receive the best value/pricing for the current market situation. It will also be up to end users of the contracts to compare and determine what is in their best interest/value price wise. If contracts have higher than market pricing, those contracts will receive less usage through comparison to the other contracts in the portfolio.

Answered by: Michael Glenn

1/29/2020 5:10 PM EST

Subject = Managing Sign-Ons

Public Thread

Q: o In the solicitation, the State has noted the potential for multiple marketplaces. The RFP indicates that an online marketplace(s) with dynamic pricing would address the transactional, day-to-day needs of its users. However, several marketplaces may inhibit the speed and ease-of-use required to identify, compare price, and purchase transactional items. How does the State plan to manage a multi-marketplace, customer experience among its own users and eligible OMNIA users?

Question added by: Anonymous

1/27/2020 12:50 PM EST

A: The State publishes all contracts within a contract portfolio together so that end users can quickly see what contracts are out there. It is then on the end users to determine which contracts they wish to search and compare for the best pricing available to them. Once the end users have access to each marketplace, they will be able to quickly log in to each to search and compare pricing.

Answered by: Michael Glenn

1/29/2020 5:20 PM EST

Subject = remaining parts of the Information Technology Cata

Public Thread

Q: Upon an award for the Information technology market place for peripherals is there a process to add the remaining parts of the information technology catalog, such as systems, client devices, networking equipment, etc. ?

Question added by: Anonymous

1/27/2020 10:35 AM EST

A: It is intended that, upon award, entire catalogs of vendors will be available to users of the contract. The exceptions would still remain for those items prohibited by statute.

Answered by: Michael Glenn

1/29/2020 3:18 PM EST

Subject = Extension Request

Public Thread

Q: In order to ensure the State receives the best pricing and strongest response, we request a 10 business day extension til Feb 20.

Question added by: Anonymous

1/27/2020 10:02 AM EST

A: Right now we feel that the time frame is adequate and we will not be doing an extension.

Answered by: Michael Glenn

1/29/2020 3:16 PM EST

Subject = market place

Public Thread

Q: I don't see anywhere you are asking for medical equipment, imaging equipment , Digital equipment for all medical & veterinary will you be looking to add this to the market place as well ? Medical tables etc..

Question added by: Anonymous

1/24/2020 6:33 PM EST

A: This group might be something we consider in the future, however, at this time we don't have a specific category just for medical equipment.

Answered by: Michael Glenn

1/29/2020 3:15 PM EST

Subject = Amendments

Public Thread

Q: I am still deciding on whether to bid or not. Looks like there have been a number of amendments, yet I am having trouble accessing them to review. Do I have to hit "intend to bid" in order to access them? If I do that and decide not to bid, can I then change it to "No Bid"? How can I access the amendments to review?

Question added by: Anonymous

1/24/2020 5:18 PM EST

A: I am not sure, however, it is worth hitting "Intend to Bid" to be able to click around the solicitation and ensure you can view the amendments. Then if you want to change to "No Bid" later on, you can do that. Most of the amendments revolved around adding attachments and modifying the market basket items.

Answered by: Michael Glenn

1/24/2020 6:14 PM EST

Subject = Attachment A- SOU Standard Terms & Conditions, #21**Public Thread**

Q: I understand that the contractor would be responsible for the liability associated with freight to be FOB destination. I wanted to confirm that the actual freight charges are pre- pay and add, and not included in the unit price.

Question added by: Anonymous

1/24/2020 5:06 PM EST

A: That is correct, however, it will be up to the vendor to determine whether or not they want to offer free shipping for certain items or other incentives for shipping.

Answered by: Michael Glenn

1/27/2020 5:43 PM EST

Subject = Information Technology Category Market Basket - P5**Public Thread**

Q: The 600Vi you suggest is also end of life. These are discontinued and no longer offered by logitech. They are still available at places like Amazon until stock is depleted however they are not available in distribution. Additionally there are not many options left any longer offering noise canceling earbuds, with a 3.5mm pin jack in that price range. It may be best to select another item altogether.

Question added by: Anonymous

1/24/2020 12:24 PM EST

A: We have decided to go with a bluetooth headset. Please see the change in the items section.

Answered by: Michael Glenn

1/24/2020 4:17 PM EST

Subject = Information Technology Category Market Basket - P5**Public Thread**

Q: This item has a very vague description, listing no manufacturer, or model. Is it possible to get a more detailed description?

Question added by: Anonymous

1/24/2020 10:56 AM EST

A: Yes, we are looking for the Logitech Ultimate Ears 600vi Noise Isolating Headset or equivalent.

Answered by: Michael Glenn

1/24/2020 11:26 AM EST

Subject = Information Technology Category Market basket - P3**Public Thread**

Q: Item P3 describes a Clearchat headset however a model is missing and there a number of variants in the clearchat product lineup. All respondents should bid the same item so we compare apples to apples. Should all respondents use model H340 so that pricing is compared using the same item from all vendors?

Question added by: Anonymous

1/24/2020 10:54 AM EST

A: The item has been updated to reflect an H390 headset.

Answered by: Michael Glenn

1/24/2020 11:31 AM EST

Subject = Information Technology Basket Item P1 - MX800**Public Thread**

Q: This item is discontinued, and the new model is the MX900. Should all respondents use this as the replacement?

Question added by: Anonymous

1/24/2020 10:51 AM EST

A: Yes, please use the MX900 as the model to be priced.

Answered by: Michael Glenn

1/24/2020 11:32 AM EST

Subject = Pricing**Public Thread**

Q: The State of Utah is requesting pricing as of 1/25/2020. This is a Saturday. Is it acceptable to use pricing as of 1/27/2020 ?

Question added by: Anonymous

1/24/2020 9:52 AM EST

A: Yes, the pricing may be current as of 1/27/2020.

Answered by: Michael Glenn

1/24/2020 11:20 AM EST

Subject = Webinar**Public Thread**

Q: Do you know when the slide deck and recording from yesterday's webinar will be available?

Question added by: Anonymous

1/23/2020 4:07 PM EST

A: The were just uploaded. The link to the recording is in the powerpoint and in the Questions section of the solicitation.

Answered by: Michael Glenn

1/23/2020 5:22 PM EST

Subject = Scope of contract

Public Thread

Q: Would the resulting contracts include all potential items from an online marketplace or are items limited to the 4 "award categories"?

Question added by: Anonymous

1/22/2020 5:18 PM EST

A: The resulting contracts will include all potential items from an online marketplace that fall within the categories that a vendor is awarded for. So if a vendor is awarded for all 4 categories, it would be largely inclusive of all available items.

Answered by: Michael Glenn

1/23/2020 1:36 PM EST

Subject = How

Public Thread

Q: What needs to be done to be able to be on this inquiry?

Question added by: Anonymous

1/22/2020 10:57 AM EST

A: By responding fully to the solicitation (filling out and submitting all required items as described in this solicitation) you will be considered and your submission will be evaluated.

Answered by: Michael Glenn

1/23/2020 1:35 PM EST

Subject = Group P2 Market Place

Public Thread

Q: Is the State of Utah only looking for pricing for the items listed in the market place, or is it the State of Utah's intention to receive additional pricing in addition to the items specifically called out in each group of the market place? if it is the States intention to receive additional pricing, what is the best method of attaching additional items quoted to this RFP ?

Question added by: Anonymous

1/22/2020 9:52 AM EST

A: The market basket is only being used for the cost evaluation portion of the solicitation. The intent of the contract is to then open up entire vendor catalogs for the categories awarded. Pricing for entire catalogs does not need to be submitted since the resulting contracts will be based on dynamic pricing and will fluctuate, potentially, daily.

Answered by: Michael Glenn

1/22/2020 10:48 AM EST

Subject = Attachment "F1 WRR"

Public Thread

Q: It is our intention to offer products only and no services. That being said is this attachment relevant for us ?

Question added by: Anonymous

1/20/2020 8:44 AM EST

A: This attachment is not relevant to the solicitation and resulting contracts. It has been removed from the solicitation.

Answered by: Michael Glenn

1/21/2020 1:44 PM EST

Subject = Attachment "F1 WRR"

Public Thread

Q: What is this document used for?

Question added by: Anonymous

1/20/2020 8:43 AM EST

A: This is used more in service based contracts to monitor progress of the project and what risks may be coming up/mitigated. This attachment is not relevant to the solicitation and resulting contracts. It has been removed from the solicitation.

Answered by: Michael Glenn

1/21/2020 1:45 PM EST

Subject = Attachment "G"

Public Thread

Q: If we are already an Omnia vendor do we still need to submit attachment "G" ?

Question added by: Anonymous

1/20/2020 8:43 AM EST

A: Yes, since each solicitation/contract with Omnia is different, they will require a new Attachment G to be submitted.

Answered by: Michael Glenn

1/21/2020 1:46 PM EST

Subject = 3% RAF

Public Thread

Q: If we are already an Omnia vendor does the RAF we have already pre-negotiated with Omnia override this 3% RAF or is the 3% RAF in addition to what we already have in place with Omnia ?

Question added by: Anonymous

1/20/2020 8:43 AM EST

A: The 3% RAF is specific to this contract. Each contract is treated as separate/new in terms of the RAF and any exceptions to it. So the RAF for this contract will only apply for usage on this contract. Any requested exceptions should be submitted with the proposals.

Answered by: Michael Glenn

1/22/2020 10:20 AM EST

Subject = Offeror Webinar Google Meeting

Public Thread

Q: How do we insure we get an invite to this pre-bid meeting ?

Question added by: Anonymous

1/20/2020 8:42 AM EST

A: Everyone who sees this solicitation is already invited. It will be recorded and posted to this solicitation in case vendors are unable to attend the meeting. The link for the meeting is in the description section, at the bottom in the schedule portion. I have also put the link here: meet.google.com/axf-avqz-wmc

Answered by: Michael Glenn

1/21/2020 1:52 PM EST

Subject = Attachment "C" - Pricing

Public Thread

Q: This attachment is asking for a total price, however there are tens of thousands of products within the "Information Technology Category Market Basket". Is there a way you would prefer to review pricing other than a simple total of all products in this category? Would you like to see actual sell prices by product or simply a discount off list by category?

Question added by: Anonymous

1/20/2020 8:42 AM EST

A: Thank you for bringing this up. Attachment C does not need to be filled out and has been replaced. Cost will be evaluated through the market baskets in the "Items Section" of the solicitation. Please fill out all items in each category that you wish to be considered for.

Answered by: Michael Glenn

1/21/2020 1:43 PM EST

Subject = MG20-81 bid

Public Thread

Q: Good morning, Noble was awarded the contract UTAH CONTRACT # MA2882 ...Can you please let me know if this contract will be recognized for this Bid or if this Bid is for something completely different. <https://www.noble.com/contract-vehicles/state-and-local-government/naspo-valuepoint-program/state-utah-contract> Thank you Cassia Proude Cproude@Noble.com 781-616-1546

Question added by: Anonymous

1/9/2020 8:12 AM EST

A: This solicitation won't affect existing contracts with the State of Utah. This is a new contract portfolio. Vendors are encouraged to respond to this solicitation if they meet the scope as it provides an opportunity for another contract if they are awarded.

Answered by: Michael Glenn

1/9/2020 11:07 AM EST

Contract # MA3457

STATE OF UTAH COOPERATIVE CONTRACT MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LLC

Name

410 Terry Ave N

Address

SeattleWA98109

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Limited Liability Company

Contact Person Marcus Handler Email mahandle@amazon.comVendor # VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace
3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: an online marketplace with dynamic pricing.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation # MG20-81.
5. CONTRACT PERIOD: Effective Date: September 9, 2020; Termination Date: May 5, 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
6. Payment: Prompt Payment Discount (if any): NA.
7. Administrative Fee, as described in the Rebate Agreement between OMNIA Partners and the State of Utah.
8. The Contract contains the following documents listed in the order of precedence:
- ATTACHMENT A: Terms and Conditions
ATTACHMENT B: Scope of Work
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED (listed in order of precedence and below those documents listed in Section 8 in order of precedence):
- All other governmental laws, regulations, or actions applicable to this contract.
 - Utah State Procurement Code, Procurement Rules, Contractor's response to solicitation #MG20-81, and Solicitation # MG20-81.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

STATE

October 1, 2020

Contractor's signature

Date

Anne Rung

Authorized Signatory

Type or Print Name and Title

Signed by:

October 1, 2020

Director, Division of Purchasing

Date

Chris Hughes



<u>Michael Glenn</u>	<u>801-957-7137</u>	<u>NA</u>	<u>michaelglenn@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 4/22/20 RS)

DS
MG



Attachment A Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180>.

- PURPOSE OF AGREEMENT.** This Agreement governs your access to, use of, and transactions made through Amazon Business. **“Amazon Business”** enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the **“Feature Terms”**) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users’ use of and access to Amazon Business. These **“Policies”** include the [Amazon Business Acceptable Use Policy](#), the [Amazon Business Pricing Policy](#), the [Amazon Business Sanctions and Export Policy](#), the [Amazon.com Privacy Notice](#), the [Amazon Business Gift Card Policy](#), and the [Healthcare Disclosure Policies](#). This Agreement incorporates by reference the Feature Terms and the Policies.
- ELIGIBILITY; ACCOUNT SECURITY.** By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. **“Eligible Entities”** include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a **“Business Account”** will be created for your organization. You may authorize others to create a **“User Account”** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
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8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we



each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

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14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.



14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your [Message Center](#) and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also



send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available [here](#).

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this “**Amendment**”) to the Amazon Business Accounts Terms and Conditions, above and available at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180> (as updated from time to time, the “**Agreement**”), between Amazon Services LLC (“**Amazon**”, “**we**”, “**us**”, or “**our**”) and the State of Utah (“**Customer**” or “**you**”) is effective as of the last date of signature below (the “**Amendment Effective Date**”). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW.** The Section in the Agreement entitled “**GOVERNING LAW**” (currently Section 8.1) is deleted in its entirety.
2. **DISPUTES.** The Section in the Agreement entitled “**DISPUTES**” (currently Section 8.2) is deleted in its entirety.
3. **MODIFICATIONS.** The Section in the Agreement entitled “**MODIFICATIONS**” (currently Section 10) is amended by adding the following sentence:

“Notwithstanding this Section 10, no changes or updates to Amazon’s Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties’ written agreement in a subsequent amendment.”

4. **TERM; TERMINATION.** The Section in the Agreement entitled “**TERM; TERMINATION**” (currently Section 12) is amended by adding a second paragraph as follows:

“Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days’ prior written notice to the other party.”

5. **AMAZON BUSINESS ANALYTICS.** Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract (MA3457) access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds.”

6. **LAWS AND REGULATIONS.** A new Section 17 is added to the Agreement entitled “**LAWS AND REGULATIONS**” that states as follows:

“Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement.”



7. FEDERAL FUNDS CERTIFICATIONS. A new Section 18 is added to the Agreement entitled “**FEDERAL FUNDS CERTIFICATIONS**” that states as follows:

“18.1. Debarment. Amazon certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

“18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.
- (C) This Agreement 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 this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. ENTIRE AGREEMENT. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. CONFLICTS. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. COUNTERPARTS AND DELIVERY. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.



Attachment B

Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market. The State is seeking to provide users with access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

Categories:

The contract includes four (4) awarded categories. This contract may only be used to purchase items that fall within the category/categories below. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to:

- 1) Education-Based Accessories, Display, Products and Related Supplies
 - a) Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.
- 2) Information Technology-Peripheral Devices and Related Products
 - a) Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.
- 3) Maintenance, Repair and Operations Products (MRO)
 - a) Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.
- 4) Office-Based Accessories, Décor, Products, and Related Supplies
 - a) Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage,



calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

- ☐ **Online Marketplace:** Contractor will provide access and use to a digital marketplace for users of this contract to order goods and services through.
- ☐ **Digital Analytics:** Contractor will provide some form of data analytics.
- ☐ **Ability to Restrict Categories:** Contractor will provide the ability to restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules. Some of these features and tools are only available with BusinessPrime.

Dynamic Pricing:

The Amazon Business uses dynamic marketplace pricing. This contract will not need to be amended when prices fluctuate.

Cooperative Agreements:

Utilization of the Contract by OMNIA Partners' participating agencies will be at the discretion of the individual participating agency. Any modifications agreed to by participating agency and Contractor may not expand upon the Scope of Work in the Master Agreement and are exclusively between the participating agency and the Contractor.





File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: COMPLETION AND FILING OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024 (CITY COUNCIL)

I. SUMMARY

The City's independent Auditor, Vasquez & Company LLP has completed the audit of the City's Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023-2024. This financial report provides an overview of the City's financial status as of June 30, 2024.

II. RECOMMENDATION

RECEIVE and FILE the FY2023-2024 Annual Comprehensive Financial Report.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council.

IV. BACKGROUND

The Finance Department prepares and publishes the City's Annual Comprehensive Financial Report (ACFR) after the completion of an independent and certified audit by the independent auditor, Vasquez & Company, LLP. The ACFR is an extensive financial report that summarizes the financial activities of the City's fiscal year 2023-2024. The ACFR is prepared in compliance with Governmental Accounting Standards Board (GASB) standards. Pursuant to GASB guidelines, the City's ACFR is divided into three sections: Introductory, Financial and Statistical. The City's ACFR summarizes the City's financial position, economic outlook, operational controls, and major initiatives for the fiscal year ending June 30, 2024.

At the completion of the audit, the auditor has expressed and issued an unmodified ("reasonable assurance") opinion on the City's financial statements for the fiscal year ended June 30, 2024. This means that their examination, testing, and audit procedures allowed them to conclude that the City's financial statements were presented fairly in all material aspects.

The City has also received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the fiscal year ended June 30, 2023. The GFOA's Certificate is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. For FY 2023-2024 and moving forward, finance staff will continue to strive for excellency in the City's financial reporting and to achieve the Certificate of Achievement for Excellence from GFOA.

V. FISCAL IMPACT

No Fiscal Impact.

VI. EXHIBITS

1. Annual Comprehensive Financial Report for Fiscal Year Ended June 2024 (Posted on the City's Website under Finance)



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER AWARDING CONTRACT SERVICES AGREEMENTS TO AMERICAN SOCCER COMPANY, INC., BUDDY'S ALLSTARS, AND TRIANGLE SPORTS INC. FOR ON-CALL PURCHASES OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)

I. SUMMARY

The Community Services Department recently completed a Request for Proposals process (RFP No. 25-001) to solicit vendors that can furnish youth sports uniforms for baseball, softball, flag football, soccer, basketball, and track.

Staff is recommending the award and approval of three-year on-call Contract Services Agreements (with two (2) one-year options to extend thereafter) pursuant to the RFP, with (1) American Soccer Company, Inc. (Exhibit No. 1), (2) Buddy's AllStars (Exhibit No. 2), and (3) Triangle Sports Inc. (Exhibit No. 3). Each proposed contract has a not-to-exceed Contract Sum of \$900,000 over the initial three-year term, which equates to an annual average of no more than \$300,000. Staff has recommended these higher Contract Sum totals (each permitting use of the full budgeted amount for youth sports uniforms on that one vendor to the exclusion of the other on-call vendors) to ensure continued availability of services to meet the City's needs in case one or more of the vendors is unwilling or unable to provide needed services for any reason. The City is not obligated to spend any amount under any of the proposed contracts.

If the recommendation is approved by City Council, the previously approved budget expenditure allocations will be distributed among the three proposed on-call vendors in Purchase Orders for future fiscal year budgets in Community Services; no budget amendment is currently requested. The total approved budgeted amounts for youth sports uniforms, although lower (in current and anticipated budgets) than the collective Contract Sum annual averages set forth in the three proposed contracts, will not be inadvertently exceeded, as safeguards are already in place which prevent issuance of any requisition that would result in a budget exceedance. These Contract Sum amounts will allow greater flexibility for staff to select just one, or more than one, vendor from the on-call panel for the purchase of uniforms for any given sports season. Furthermore, the uniform fees collected from the Youth Sports programs will fully reimburse the City within the fiscal year, with the increased revenue offsetting the anticipated expenditure for these tasks.

II. RECOMMENDATION

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

2. AWARD and APPROVE a three-year on-call Contract Services Agreement, with two (2) one-year extensions at the the City's discretion, to AMERICAN SOCCER COMPANY, INC., dba Score Sports, for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of \$900,000.00 for the initial three-year contract term (Exhibit No. 1; the "ASC Contract"); and
3. AWARD and APPROVE a three-year on-call Contract Services Agreement, with two (2) one-year extensions at the the City's discretion, to BUDDY'S ALLSTARS, for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of \$900,000 for the initial three-year contract term (Exhibit No. 2; the "Buddy's AllStars Contract"); and
4. AWARD and APPROVE a three-year on-call Contract Services Agreement, with two (2) one-year extensions at the the City's discretion, to TRIANGLE SPORTS INC. for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of \$900,000 for the initial three-year contract term (Exhibit No. 3; the "Triangle Sports Contract"); and
5. AUTHORIZE the Mayor to execute the ASC Contract, the Buddy's AllStars Contract, and the Triangle Sports Contract, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids/proposals and DIRECT staff to initiate a new RFP Process.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson's Youth Sports program offers many opportunities for young people to participate in organized team sports. Current offerings include baseball, softball, basketball, flag football, and soccer, with different divisions in each sport. Games are scheduled during specific optimum "seasons", and played at most of the City's 12 parks. In addition, there are other opportunities for the youth to participate in park programs such as track and field, boxing, and Summer leagues.

RFP No. 25-001 for On-Call Youth Sports Program - Uniforms (Exhibit No. 4) was finalized and posted with the feedback received from Recreation Center Supervisors, Youth Sports Coordinator, and the City Attorney. The RFP asked for written proposals from qualified vendors interested in being an on-call contractor for the purchase of youth sports uniforms for City of Carson-operated youth sports programs conducted at all City park and recreation facilities, with the aim of establishing an on-call panel capable of providing the capacity and flexibility necessary to meet the City's needs. The estimated number of youths sports participants that are expected to be serviced in a calendar year is 5,100. RFP No. 25-001 was posted on September 26, 2024, and four proposals were received by October 17, 2024 (Exhibit No. 5).

Proposals were evaluated pursuant to CMC 2611(c) and the evaluation criteria set forth in the RFP, which included bid pricing, quality of uniforms, qualifications and experience, and capacity to deliver services (Exhibit Nos. 6 - 8). The three highest ranked proposals were American Soccer Company, Buddy's All Stars, and Triangle Sports. All three had high quality, acceptable uniforms to offer at a fair and reasonable price. The uniform packages generally were priced close to each other, with the exception of Buddy's All Stars bid for soccer and basketball, which were significantly higher than the other two bids.

After evaluating the bids, staff concluded that awarding the proposed contracts to American Soccer Company, Buddy's All Stars, and Triangle Sports will meet the City's needs, and determined that the allowable spending per uniform will be the following: Flag Football (\$45), Soccer (\$35), Basketball (\$45), Baseball/Softball (\$75), and T-Ball (\$65). These prices reflect an increase of \$5-\$20 (\$20 increase in T-Ball/Baseball/Softball, the season with the most participants) per uniform reflected in the previous contracts. This would total approximately \$265,000.00 in spending per year on youth sports uniforms with 5,100 participants. The extra amount requested (up to \$300,000, the annual amount for each contract) is in case of increases in registrations, especially during the T-ball/Baseball/Softball season where the uniforms are more costly.

Staff has determined that the total yearly budget for youth sports uniforms will be \$300,000.00, which includes the aforementioned buffer to account for an increase in registrations. To mitigate risks such as poor service or potential business disruptions, the request for staff to have contractual authorization to use each vendor for up to the full \$300,000.00 annually ensures flexibility and continuity in the event of unforeseen issues with one or more of the on-call vendors. To clarify, the annual budget allocated for uniforms will be capped at a not-to-exceed total of \$300,000.00 per year.

\$218,230 of the \$300,000 Youth Sports Resident Uniform Subsidy, which began with the Flag Football/Soccer season in 2023, has been spent to date. This has provided uniforms for 5,507 Carson resident Youth Sports participants. For the most recent three sports seasons, a total of \$198,979.93 has been spent on resident participant uniforms. The subsidy has covered \$122,515 of that amount.

Here is a summary of the total spent by sport and vendor for the last three sport seasons:

	ALISON WHITNEY/NEXGEN	AMERICAN SOCCER COMPANY	PROTIME SPORTS	TOTAL
T-BALL/BASEBALL/SOFTBALL 2024	\$45,213.53	\$19,557.39	\$28,876.41	\$93,647.33
FOOTBALL/SOCCER 2024	\$13,963.50	\$30,621.00	\$7,863.16	\$52,447.66
BASKETBALL 2024/2025	\$35,300.25	\$17,584.69	\$0	\$52,884.94
TOTAL:	\$94,477.28	\$67,763.08	\$36,739.57	\$198,979.93

V. FISCAL IMPACT

No impact to the current FY 24/25 budget in Youth Sports Account 101-90-950-701-6009, as expired contracts will be disencumbered. Additional funds up to \$50,000.00 may be requested in FY 25/26 due to the increase in costs for uniforms and/or increase in youth sports registrations for the 2026 T-Ball/Baseball/Softball season.

VI. EXHIBITS

1. Contract Services Agreement - American Soccer Company, Inc.
2. Contract Services Agreement - Buddy's AllStars
3. Contract Services Agreement - Triangle Sports Inc.
4. RFP No. 25-001 On-Call Youth Sports Programs - Uniforms
5. Bid Register RFP 25-001
6. American Soccer Company, Inc. Bid/Pricing
7. Buddy's AllStars Bid/Pricing
8. Triangle Sports Inc. Bid/Pricing

Attachments

[Contract Services Agreement - American Soccer Company Inc.](#)

[Contract Services Agreement - Buddys AllStars](#)

[Contract Services Agreement - Triangle Sports Inc.](#)

[RFP 25-001 On-Call Youth Sports Program - Uniforms](#)

[Bid Register RFP 25-001](#)

[American Soccer Company, Inc. Bid/Pricing](#)

[Buddy's AllStars Bid/Pricing](#)

[Triangle Sports Inc. Bid/Pricing](#)

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

AMERICAN SOCCER COMPANY, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
AMERICAN SOCCER COMPANY, 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 AMERICAN SOCCER COMPANY, INC, a California corporation, dba Score Sports (“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 **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Sherilyn Cajigal
(Name)

Bid Coordinator
(Title)

<u>Charles Choomngern</u>	<u>Finance-Sales Operations Manager</u>
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

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

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION 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
[pks]

CONSULTANT:
AMERICAN SOCCER COMPANY, Inc., a
California corporation, dba Score Sports

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 20701 Manhattan Place,
Torrance, CA 90501

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
☐	TITLE(S) PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT
		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

Provide the City with sports uniform items for baseball, basketball, flag football, soccer, track, and softball for use in the City's Youth Sports programs conducted at City Park and recreation facilities, in accordance with Section II below. The quantity will depend on the City's needs as determined by the Contract Officer in his or her sole discretion. Uniforms for each sport shall be packaged separately by individual teams.

This Agreement retains the Consultant's on-call availability and commitment to pricing, but does not guarantee that the City will request or approve any Task Proposals or services from Consultant pursuant to this Agreement. This Agreement does not create any entitlement of Consultant to perform any services or receive any compensation except for Consultant's services rendered pursuant to an approved Task Proposal, if and as may be approved the Contract Officer pursuant to section II below.

II. Consultant must perform all on-call Services in compliance with the following requirements:

- A.** Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B.** Consultant must prepare a written description of the requested tasks including all components and subtasks and the specifications of each item requested/proposed for sale; the costs to perform the task, including item-specific prices ("Task Budget") complying with Exhibit C (Schedule of Compensation) and Exhibit C-1; an explanation of how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C.** Contract Officer shall in writing approve, modify or reject the Task Proposal, and if/when approved, will issue a notice to proceed to Consultant. Notwithstanding any other provision of this Agreement, notices to proceed and other notices pursuant to this Section II may be issued via email by the Contract Officer or his or her designee on behalf of City, or by Consultant's Principal or his or her designee on behalf of Consultant, using designated email addresses which shall be exchanged by the Contract Officer and Consultant's Principal promptly upon execution of this Agreement and thereafter kept current at all times; if no notice of a change to a designated email address has been provided, the last-designated email address for that purpose shall be deemed current. Email notice provided in accordance with this Section II shall be deemed delivered one business day (M-F, excluding state and federal holidays) after transmission of the email.
- D.** The task shall be performed at a cost not to exceed the Task Budget.

- E.** Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. The Parks that host the Youth Sports programs/leagues that will be provided with uniforms (if and as authorized pursuant to Section II above) are the following:

1. Anderson Park 19101 S. Wilmington Ave. Carson, CA 90746	7. Dominguez Park 21330 Santa Fe Avenue Carson, CA 90810
2. Calas Park 1000 E. 220th Street Carson, CA 90745	8. Hemingway Park 700 E. Gardena Boulevard Carson, CA 90746
3. Carriage Crest Park 23800 S. Figueroa Street Carson, CA 90745	9. Foisia Park 23410 Catskill Avenue Carson, CA 90745
4. Carson Park 21411 S. Orrick Avenue Carson, CA 90745	10. Mills Park 1340 E. Dimondale Dr. Carson, CA 90746
5. Del Amo Park 703 E. Del Amo Boulevard Carson, CA 90746	11. Stevenson Park 17400 Lysander Drive Carson, CA 90746
6. Dolphin Park 21205 Water Street Carson, CA 90745	12. Veterans Park / Veterans Sports Complex 22400 Moneta Avenue Carson, CA 90745

IV. Primary City staff contacts, subject to change by City, shall be as follows:

- A.** Anderson Park – Aundrea Rockhold, Recreation Center Supervisor II
- B.** Calas Park – Larry Failla, Recreation Center Supervisor II
- C.** Carriage Crest Park – Carolyn Pele, Recreation Center Supervisor II
- D.** Carson Park – Cristina Herrera, Senior Recreation Center Supervisor
- E.** Del Amo Park – Angel Zamora, Recreation Center Supervisor I

- F.** Dolphin Park – Pat Camacho, Recreation Center Supervisor II
- G.** Dominguez Park – Nick Reyes, Recreation Center Supervisor I
- H.** Hemingway Park – Gwen Whitaker, Recreation Center Supervisor II
- I.** Foisia Park – Janny Noa, Senior Recreation Center Supervisor
- J.** Mills Park – Mickie Sanchez, Recreation Center Supervisor II
- K.** Stevenson Park – Howard Johnson, Recreation Center Supervisor I
- L.** Veterans Park – Isaac Gardner, Senior Recreation Center Supervisor
- M.** Veterans Sports Complex – Kenny Harris, Recreation Center Supervisor II
- N.** Invoice Submissions – Nancy Rusas, Youth Sports Coordinator
- O.** Contract Officer – Tim Grierson, Recreation Superintendent

V. As part of the Services, Consultant will maintain availability of all of the following items, and will prepare and deliver the same to the City upon request/authorization pursuant to Section II above:

A. Baseball Uniforms

- 1. Uniform Items: (i) jersey - any of the item numbers listed in subparagraph (2) below (all shall be available), with screen print as described below in subsection (H) below; (ii) solid socks - item no. 800; (iii) traditional baseball cap – item no. BCAP; (iv) baseball pant - any of the item numbers listed in subparagraph (3) below (all shall be available); and (v) belt – item no. BBELT.
- 2. Available jersey item no.’s (parenthetical denotes style of item): (i) Pittsburg No. C619 (full button); (ii) Brooklyn No. C537 (two button); and (iii) Phoenix No. C413 (sleeveless).
- 3. Available pant item no.’s (parenthetical denotes style of item): (i) item no. Tulsa B2002 (belt loop pant); and (ii) item no. Toledo BPPANT (pull up pant).
- 4. MLB caps are available at the rates specified in Exhibit “C”.

B. Softball Uniforms

- 1. Uniform Items: (i) jersey - any of the item numbers listed in subparagraph (2) below (all shall be available), with screen print as described in subsection (H) below; (ii) solid socks – item no. 800; (iii) visor – item no. BVIS; (iv) hat

- item no. BCAP; (v) shorts – item no. Sydney 117A; and (vi) pant – any of the item numbers listed in subparagraph (3) below (all shall be available).

2. Available jersey item no.'s (parenthetical denotes style of item): (i) Pittsburgh No. C619 (full button); (ii) Brooklyn No. C537 (two button); (iii) Phoenix No. C413 (v-neck); and (iv) Versailles No. 296 (sleeveless).
3. Available pant item no.'s (parenthetical denotes style of item): (i) item no. LACBP1 (women's cut belt loop pant) and (ii) item no. LACBP3
4. MLB caps/visors are available at the rates specified in Exhibit "C".

C. Flag Football Uniforms

1. Uniform Items: (i) short sleeve jersey with screen print as described in subsection (H) below ; and (ii) shorts – item no. California 1140.

D. Basketball Uniforms

1. Uniform Items: (i) jersey – item no. Pueblo B720 (reversible v-neck), with screen print as described in subsection (H) below; (ii) shorts - item no. California 1140; and (iii) hooded sweatshirt – item no. 4040.

E. Soccer Uniforms

1. Uniform Items: (i) short sleeve jersey – item no. Costa Rica 235. with screen print as described in subsection (H) below; (ii) shorts – item no. Sydney 117A; (iii) solid socks - item no. 800; and (iv) shin guards – item no. 9700.

F. Track Uniforms

1. Uniform Items: (i) jersey – item no. Chicago B379, with screen print as described in subsection (H) below; (ii) shorts – item no. Sydney 117A; and (iii) solid socks – item no. 800.

G. Except as otherwise provided in this Agreement, available sizes for all uniform items shall be as follows: Youth XXS-XL, Adult S-4XL. Pricing set forth in Exhibit "C" is the same for all sizes. Available colors shall be as set forth in Consultant's proposal or bid.

H. All uniform numbers and letterings will be screen printed for front number, back number, and team name/graphic.

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

A. As requested by Contract Officer.

- B.** Consultant to confirm and provide updates on shipment and delivery of all uniforms and apparel after each order placement.
- VII. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.**

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~striketthrough~~)

I. Section 2.1 (Contract Sum) is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ***In the event City exercises one or both of its one-year options to extend the term of this Agreement pursuant to Section 3.4, the total compensation for each one-year option period shall not exceed \$300,000, unless additional compensation is approved pursuant to Section 1.8.***”

II. The first paragraph of Section 2.4 (Invoices) is hereby amended as follows:

“Except as otherwise provided in Exhibit “C” (Schedule of Compensation), 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.”

III. Section 3.4 (Term) is hereby amended as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ***City may, in its sole discretion and subject to City Council approval, upon written notice to Consultant, extend the term of the Agreement, at the same pricing rates specified in the Schedule of Compensation for Year 3 of this Agreement, by up to two (2) additional one-year extension periods.***”

IV. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the pricing rates set forth in this Exhibit and Exhibit "C-1." If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal and shall be subject to Contract Officer approval pursuant to Section II of Exhibit "A" (Scope of Services).**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include, to the extent applicable:**
 - A.** Line items for all items describing the applicable pricing rate.
 - B.** Line items for any materials and equipment properly charged to the Services.
 - C.** Line items for any other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for any approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$900,000.00 as provided in Section 2.1 of this Agreement.**
- IV. The Consultant's pricing rates are set forth in Exhibit "C-1." The following additional terms apply to Consultant's pricing rates:**
 - A.** No delivery charges via Score Delivery on main orders.
 - B.** Standard UPS Ground shipping rates for any late add-on orders.
 - C.** Any additional screen print beyond that specified in Section V(H) of Exhibit "A" is as follows: \$2.00 for the first two (2) years and \$2.50 for year three (3) for a screen printed 10" 1-Color Logo on Stock Jerseys.

EXHIBIT C-1

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full-button	\$27.95	\$27.95	\$27.95	\$27.95	\$29.35	\$29.35	Score Brand: Pittsburg No. C-619
Two-button	\$18.95	\$18.95	\$18.95	\$18.95	\$19.90	\$19.90	Score Brand: Brooklyn No. C-537
Two - button Sublimated Option	\$23.95	\$23.95	\$23.95	\$23.95	\$25.15	\$25.15	
V- Neck	\$16.95	\$16.95	\$16.95	\$16.95	\$17.80	\$17.80	Score Brand: Phoenix No. C-413
V-Neck Sublimated Option	\$19.95	\$19.95	\$19.95	\$19.95	\$20.95	\$20.95	

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Belt Loop	\$17.95	\$17.95	\$17.95	\$17.95	\$18.85	\$18.85	Score Brand: Tulsa Pant No. B2002
Pull-Up	\$11.95	\$11.95	\$11.95	\$11.95	\$12.55	\$12.55	Score Brand: Toledo Pant No. BPPANT

Baseball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$4.45	\$4.45	\$4.45	\$4.45	\$4.65	\$4.65	Score Brand: BCAP; Alternative: MLB hat (\$9.95).
Belt	\$5.45	\$5.45	\$5.45	\$5.45	\$5.70	\$5.70	Score Brand: Belt No. BBELT
Socks	\$4.15	\$4.15	\$4.15	\$4.15	\$4.35	\$4.35	Score Brand: Solid Socks No. 800

Softball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full-button	\$27.95	\$27.95	\$27.95	\$27.95	\$29.35	\$29.35	Score Brand: Pittsburg No. C-619
Two-button	\$18.95	\$18.95	\$18.95	\$18.95	\$19.90	\$19.90	Score Brand: Brooklyn No. C-537
Two - button Sublimated Option	\$23.95	\$23.95	\$23.95	\$23.95	\$25.15	\$25.15	
V- Neck	\$16.95	\$16.95	\$16.95	\$16.95	\$17.80	\$17.80	Score Brand: Phoenix No. C-413
V-Neck Sublimated Option	\$19.95	\$19.95	\$19.95	\$19.95	\$20.95	\$20.95	
Sleeveless	\$13.95	\$13.95	\$13.95	\$13.95	\$14.65	\$14.65	Score Brand: Versailles No. 296

Softball Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pant- Women Cut) Belt Loop	\$17.95	\$17.95	\$17.95	\$17.95	\$18.85	\$18.85	Score Brand: Softball Belted LACBP1
Pant- Women Cut- Pull-Up	\$11.95	\$11.95	\$11.95	\$11.95	\$12.55	\$12.55	Score Brand: Softball Pull-Up LACBP3
Shorts	\$10.95	\$10.95	\$10.95	\$10.95	\$11.50	\$11.50	Score Brand: Sydney 117A

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$4.45	\$4.45	\$4.45	\$4.45	\$4.65	\$4.65	Score Brand: Twill Cap- BCAP; Alternative: MLB hat (\$9.95).

Visor	\$4.45	\$4.45	\$4.45	\$4.45	\$4.65	\$4.65	Score Brand: Twill Visor-BVIS Alternative: MLB Visor (\$10.35)
Socks	\$4.15	\$4.15	\$4.15	\$4.15	\$4.35	\$4.35	Score Brand: Solid Socks No. 800

Flag Football Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$14.95	\$14.95	\$14.95	\$14.95	\$15.70	\$15.60	Score Brand; Texas (F281)
Short Sleeve (Sublimated)	\$19.95	\$19.95	\$19.95	\$19.95	\$20.95	\$20.95	

Flag Football Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$11.45	\$11.45	\$11.45	\$11.45	\$12.00	\$12.00	California (1140) Available as Jersey & Short Package

Flag Football Full Uniform Package Price: \$20.95 (includes (i) jersey style/item no. Texas F281 and (ii) shorts – California No. 1140.)

Sublimated Package Price: \$25.95 (includes (i) jersey style/item no. Texas F281 sublimated option and (ii) shorts – California No. 1140.)

Basketball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Reversible V-Neck	\$13.95	\$13.95	\$13.95	\$13.95	\$14.65	\$14.65	Score Brand: Pueblo B720
Reversible V-Neck (Single Sided	\$21.95	\$21.95	\$21.95	\$21.95	\$23.05	\$23.05	

Sublimated Option)							
Hooded Sweatshirt	\$26.95	\$26.95	\$26.95	\$26.95	\$28.30	\$28.30	Score Brand: Hoodie 4040

Basketball Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$11.45	\$11.45	\$11.45	\$11.45	\$12.00	\$12.00	
Shorts - Sublimated Option	\$15.95	\$15.95	\$15.95	\$15.95	\$16.75	\$16.75	

Basketball Full Uniform Package Price: \$20.95 (includes (i) jersey style/item no. Pueblo B720 and (ii) shorts – California No. 1140).

Sublimated Package Price: \$35.90 (includes (i) jersey style/item no. Pueblo B720 single sided sublimated option and (ii) shorts – California No. 1140).

Soccer Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes

	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$13.45	\$13.45	\$13.45	\$13.45	\$14.10	\$14.10	Score Brand: Costa Rica 235

Soccer Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$10.95	\$10.95	\$10.95	\$10.95	\$11.50	\$11.50	Sydney (117A) Available as Jersey, Short, & Sock Package: \$18.45

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	

Socks	\$4.15	\$4.15	\$4.15	\$4.15	\$4.35	\$4.35	Score Brand: Solid Socks No. 800
Shin Guards	\$4.65	\$4.65	\$4.65	\$4.65	\$4.85	\$4.85	Score Brand; Trainer No. 9700

Soccer Full Uniform Package Price: \$18.45 (includes (i) jersey style/item no. Costa Rica No. 235 with one screen print as described in Exhibit “A”; (ii) shorts – Sydney No. 117A; and (iii) solid socks no. 800).

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Jersey	\$16.95	\$16.95	\$16.95	\$16.95	\$17.80	\$17.80	Score Brand: Chicago B379 Available as Jersey, Short & Sock Package: \$21.45
Shorts	\$10.95	\$10.95	\$10.95	\$10.95	\$11.50	\$11.50	Score Brand; Sydney No. 117A
Socks	\$4.15	\$4.15	\$4.15	\$4.15	\$4.35	\$4.35	Score Brand: Solid Socks No. 800

Track Full Uniform Package Price: \$21.45 (includes (i) jersey style/item no. Chicago No. B379; (ii) shorts – Sydney No. 117A; and (iii) solid socks no. 800).

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services timely in accordance with this Exhibit “D” and the applicable approved Task Proposal pursuant to Section II of Exhibit “A.” All Services shall be completed by the applicable Task Completion Date.**
- II. Unless otherwise provided in the applicable approved Task Proposal, Consultant shall complete all Services: (i) for each main season order within 10 – 15 business days, (M-F, excluding state and federal holidays), inclusive of shipping and delivery, from City’s notice to proceed pursuant to Section II of Exhibit “A”; and (ii) for each late add-on order within 4 – 7 business days (M-F, excluding state and federal holidays) inclusive of shipping and delivery, following City’s notice to proceed pursuant to Section II of Exhibit “A”. For purposes of this Section, “main season order” means and refers to an order submitted by the City at or near the outset of a given sports season whereby the City orders uniforms for the teams and players participating in the sports season based on the initial registration for the season, and “late add-on order” refers to all other orders.**
- 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

BUDDY'S ALLSTARS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
BUDDY’S ALLSTARS**

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 BUDDY’S ALLSTARS, 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 **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Anthony Marchese
(Name)

Bid Coordinator
(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

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

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION 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
[pks]

CONSULTANT:
BUDDY'S ALLSTARS, a California corporation

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.

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	_____
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		_____
_____		_____
_____		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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

Provide the City with sports uniform items for baseball, basketball, flag football, soccer, track, and softball for use in the City's Youth Sports programs conducted at City Park and recreation facilities, in accordance with Section II below. The quantity will depend on the City's needs as determined by the Contract Officer in his or her sole discretion. Uniforms for each sport shall be packaged separately by individual teams.

This Agreement retains the Consultant's on-call availability and commitment to pricing, but does not guarantee that the City will request or approve any Task Proposals or services from Consultant pursuant to this Agreement. This Agreement does not create any entitlement of Consultant to perform any services or receive any compensation except for Consultant's services rendered pursuant to an approved Task Proposal, if and as may be approved the Contract Officer pursuant to section II below.

II. Consultant must perform all on-call Service in compliance with the following requirements:

- A.** Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B.** Consultant must prepare a written description of the requested tasks including all components and subtasks and the specifications of each item requested/proposed for sale; the costs to perform the task, including item-specific prices ("Task Budget") complying with Exhibit C (Schedule of Compensation) and Exhibit C-1; an explanation of how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C.** Contract Officer shall in writing approve, modify or reject the Task Proposal, and if/when approved, will issue a notice to proceed to Consultant. Notwithstanding any other provision of this Agreement, notices to proceed and other notices pursuant to this Section II may be issued via email by the Contract Officer or his or her designee on behalf of City, or by Consultant's Principal or his or her designee on behalf of Consultant, using designated email addresses which shall be exchanged by the Contract Officer and Consultant's Principal promptly upon execution of this Agreement and thereafter kept current at all times; if no notice of a change to a designated email address has been provided, the last-designated email address for that purpose shall be deemed current. Email notice provided in accordance with this Section II shall be deemed delivered one business day (M-F, excluding state and federal holidays) after transmission of the email.
- D.** The task shall be performed at a cost not to exceed the Task Budget.

- E.** Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. The Parks that host the Youth Sports programs/leagues that will be provided with uniforms (if and as authorized pursuant to Section II above) are the following:

1. Anderson Park 19101 S. Wilmington Ave. Carson, CA 90746	7. Dominguez Park 21330 Santa Fe Avenue Carson, CA 90810
2. Calas Park 1000 E. 220th Street Carson, CA 90745	8. Hemingway Park 700 E. Gardena Boulevard Carson, CA 90746
3. Carriage Crest Park 23800 S. Figueroa Street Carson, CA 90745	9. Foisia Park 23410 Catskill Avenue Carson, CA 90745
4. Carson Park 21411 S. Orrick Avenue Carson, CA 90745	10. Mills Park 1340 E. Dimondale Dr. Carson, CA 90746
5. Del Amo Park 703 E. Del Amo Boulevard Carson, CA 90746	11. Stevenson Park 17400 Lysander Drive Carson, CA 90746
6. Dolphin Park 21205 Water Street Carson, CA 90745	12. Veterans Park / Veterans Sports Complex 22400 Moneta Avenue Carson, CA 90745

IV. Primary City staff contacts, subject to change by City, shall be as follows:

- A.** Anderson Park – Aundrea Rockhold, Recreation Center Supervisor II
- B.** Calas Park – Larry Failla, Recreation Center Supervisor II
- C.** Carriage Crest Park – Carolyn Pele, Recreation Center Supervisor II
- D.** Carson Park – Cristina Herrera, Senior Recreation Center Supervisor

- E. Del Amo Park – Angel Zamora, Recreation Center Supervisor I
- F. Dolphin Park – Pat Camacho, Recreation Center Supervisor II
- G. Dominguez Park – Nick Reyes, Recreation Center Supervisor I
- H. Hemingway Park – Gwen Whitaker, Recreation Center Supervisor II
- I. Foisia Park – Janny Noa, Senior Recreation Center Supervisor
- J. Mills Park – Mickie Sanchez, Recreation Center Supervisor II
- K. Stevenson Park – Howard Johnson, Recreation Center Supervisor I
- L. Veterans Park – Isaac Gardner, Senior Recreation Center Supervisor
- M. Veterans Sports Complex – Kenny Harris, Recreation Center Supervisor II
- N. Invoice Submissions – Nancy Rusas, Youth Sports Coordinator
- O. Contract Officer – Tim Grierson, Recreation Superintendent

V. As part of the Services, Consultant will maintain availability of all of the following items, and will prepare and deliver the same to the City upon request/authorization pursuant to Section II above:

A. Baseball Uniforms

- 1. Uniform Items: (i) jersey - any of the styles listed in subparagraph (2) below (all shall be available), with screen print as described in subsection (H) below; (ii) socks; (iii) hat; (iv) pant - any of the styles listed in subparagraph (3) below; and (v) belt.
- 2. Available jersey styles – (i) full button; (ii) two button; and (iii) v-neck.
- 3. Available pant styles - (i) belt loop; and (ii) pull up.

B. Softball Uniforms

- 1. Uniform Items: (i) jersey - any of the styles listed in subparagraph (2) below (all shall be available), with screen print as described in subsection (H) below; (ii) socks; (iii) visor; (iv) hat; (v) shorts; and (vi) pant - any of the styles listed in subparagraph (3) below
- 2. Available jersey styles – (i) full button; (ii) two button; (iii) v-neck; and (iv) sleeveless.
- 3. Available pant styles - (i) women’s cut belt loop; and (ii) women’s cut pull up.

C. Flag Football Uniforms

1. Uniform Items: (i) short-sleeve flag football style jersey with screen print as described in subsection (H) below; and (ii) shorts..

D. Basketball Uniforms

1. Uniform Items: (i) reversible v-neck jersey, with screen print as described below; (ii) shorts; and (iii) hooded sweatshirt.

E. Soccer Uniforms

1. Uniform Items: (i) short sleeve boys or girls jersey , with screen print as described in subsection (H) below; (ii) boys or girls shorts; (iii) socks; and (iv) shin guards.

F. Track Uniforms

1. Uniform Items: (i) jersey with one screen print as described in subsection (H) below; (ii) shorts; and (iii) crew style socks.

G. Except as otherwise provided in this Agreement, sizes for all uniform items shall be as follows: Youth XXS-XL, Adult S-4XL. Pricing is set forth in Exhibit “C.”

H. All uniform numbers and letterings will be screen printed for front number, back number, and team name/graphic.

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

A. As requested by Contract Officer.

B. Consultant to confirm and provide updates on shipment and delivery of all uniforms and apparel after each order placement.

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

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 2.1 (Contract Sum) is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ***In the event City exercises one or both of its one-year options to extend the term of this Agreement pursuant to Section 3.4, the total compensation for each one-year option period shall not exceed \$300,000, unless additional compensation is approved pursuant to Section 1.8.***”

II. The first paragraph of Section 2.4 (Invoices) is hereby amended as follows:

“Except as otherwise provided in Exhibit “C” (Schedule of Compensation), 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.”

III. Section 3.4 (Term) is hereby amended as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ***City may, in its sole discretion and subject to City Council approval, upon written notice to Consultant, extend the term of the Agreement, at the same pricing rates specified in the Schedule of Compensation for Year 3 of this Agreement, by up to two (2) additional one-year extension periods.***”

IV. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the pricing rates set forth in this Exhibit and Exhibit "C-1." If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal and shall be subject to Contract Officer approval pursuant to Section II of Exhibit "A" (Scope of Services).**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include, to the extent applicable:**
 - A.** Line items for all items describing the applicable pricing rate.
 - B.** Line items for any materials and equipment properly charged to the Services.
 - C.** Line items for any other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for any approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$900,000.00 as provided in Section 2.1 of this Agreement.**
- IV. The Consultant's pricing rates are set forth in Exhibit "C-1." The following additional terms apply to Consultant's pricing rates:**
 - A.** Screen prints and sublimation cost are included in the unit prices.
 - B.** Delivery and shipping costs 4.0% of the order total.
 - C.** Late add-on orders less than six (6) units shall have a 25% markup.

EXHIBIT C-1

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Jerseys include team name and numbers front and back)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full- button	\$25.26	\$25.26	\$27.60	\$27.60	\$28.88	\$28.88	
Two- button	\$20.17	\$20.17	\$21.78	\$21.78	\$22.79	\$22.79	
V- Neck	\$22.96	\$22.96	\$24.80	\$24.80	\$25.94	\$25.94	

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (No decorations – blank)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Belt Loop	\$16.94	\$16.94	\$18.30	\$18.30	\$19.14	\$19.14	
Pull- Up	\$9.74	\$9.74	\$10.52	\$10.52	\$11.01	\$11.01	

Baseball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Cap pricing includes front logo)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$11.47	\$11.47	\$12.39	\$12.39	\$12.96	\$12.96	
Belt	\$3.69	\$3.69	\$3.99	\$3.99	\$4.17	\$4.17	
Socks	\$2.94	\$2.24	\$3.18	\$2.42	\$3.33	\$2.53	

Softball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Jerseys include team name and numbers front and back)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full- button	\$45.60	\$45.60	\$49.25	\$49.25	\$51.53	\$51.53	
Two- button	\$22.27	\$22.27	\$24.05	\$24.05	\$25.17	\$25.17	
V- Neck	\$20.58	\$20.58	\$22.23	\$22.23	\$23.26	\$23.26	
Sleeveless	\$20.13	\$20.13	\$21.74	\$21.74	\$22.75	\$22.75	

Softball Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Non-Decorated – blank)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pant- Women Cut) Belt Loop	\$15.63	\$15.63	\$16.88	\$16.88	\$17.66	\$17.66	
Pant- Women Cut- Pull-Up	\$11.74	\$11.74	\$12.68	\$12.68	\$13.27	\$13.27	
Shorts	\$12.48	\$12.48	\$13.48	\$13.48	\$14.10	\$14.10	\$12.48 / \$13.48 / \$14.10

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Cap and Visor pricing includes front logo)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$9.27	\$9.27	\$10.01	\$10.01	\$10.48	\$10.48	Snapback: S/M, L/XL

Visor	\$9.87	\$9.87	\$10.66	\$10.66	\$11.15	\$11.15	Adjustable: S/M, L/XL
Socks	\$2.94	\$2.24	\$3.18	\$2.42	\$3.33	\$2.53	

Flag Football Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (SS jerseys include team name and numbers front and back)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$17.48	\$18.48	\$19.96	\$19.96	\$20.88	\$20.88	Flag football style jersey

Flag Football Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Flag shorts include printed logo)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$12.94	\$12.94	\$13.98	\$13.98	\$14.62	\$14.62	\$12.94 / \$13.98 / \$14.62

Basketball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Reversible includes team name, numbers front and back, both sides)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Reversible V-Neck	\$33.82	\$33.82	\$36.53	\$36.53	\$38.22	\$38.22	
Hooded Sweatshirt	\$12.36	\$12.36	\$13.35	\$13.35	\$13.97	\$13.97	Pricing includes front logo

Basketball Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$18.12	\$18.12	\$19.57	\$19.57	\$20.48	\$20.48	\$18.12 / \$19.57 / \$20.48

Soccer Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Boys Short Sleeve	\$18.93	\$18.93	\$20.44	\$20.44	\$21.39	\$21.39	Boy's Jersey
Girls Short Sleeve	\$17.23	\$17.23	\$18.61	\$18.61	\$19.47	\$19.47	Girl's Jersey

Soccer Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Boys Shorts	\$9.67	\$9.67	\$10.44	\$10.44	\$10.93	\$10.93	Boy's Short
Girls Shorts	\$12.58	\$12.58	\$13.59	\$13.59	\$14.22	\$14.22	Girl's Short

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Socks are knee length)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Socks	\$2.94	\$2.24	\$3.18	\$2.42	\$3.33	\$2.53	
Shin Guards	\$4.97	\$4.97	\$5.37	\$5.37	\$5.62	\$5.62	Sizes: XS-XL

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes (Track singlet includes 1 logo center front)
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Jersey	\$9.47	\$9.47	\$10.23	\$10.23	\$10.70	\$10.70	
Shorts	\$10.63	\$10.63	\$11.48	\$11.48	\$12.01	\$12.01	
Socks	\$3.24	\$3.24	\$3.50	\$3.50	\$3.66	\$3.66	Sock style quoted: crew style. Knee length sock pricing above.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services timely in accordance with this Exhibit “D” and the applicable approved Task Proposal pursuant to Section II of Exhibit “A.” All Services shall be completed by the applicable Task Completion Date.**
- II. Unless otherwise provided in the applicable approved Task Proposal, Consultant shall complete all Services: (i) for each main season order within 15 business days (M-F, excluding state and federal holidays), inclusive of shipping and delivery, from City’s notice to proceed pursuant to Section II of Exhibit “A”; and (ii) for each late add-on order within 15 business days (M-F, excluding state and federal holidays) inclusive of shipping and delivery, following City’s notice to proceed pursuant to Section II of Exhibit “A”. For purposes of this Section, “main season order” means and refers to an order submitted by the City at or near the outset of a given sports season whereby the City orders uniforms for the teams and players participating in the sports season based on the initial registration for the season, and “late add-on order” refers to all other orders.**
- 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

TRIANGLE SPORTS INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
TRIANGLE SPORTS INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the CITY OF CARSON, a California municipal corporation (“City”) and TRIANGLE SPORTS 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 **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Michael Bell
(Name)

Manager
(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

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

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION 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
[pks]

CONSULTANT:
TRIANGLE SPORTS INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 209 S 9th Ave, La Puente, CA 91746

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	_____
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT _____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES _____
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

Provide the City with sports uniform items for baseball, basketball, flag football, soccer, track, and softball for use in the City's Youth Sports programs conducted at City Park and recreation facilities, in accordance with Section II below. The quantity will depend on the City's needs as determined by the Contract Officer in his or her sole discretion. Uniforms for each sport shall be packaged separately by individual teams.

This Agreement retains the Consultant's on-call availability and commitment to pricing, but does not guarantee that the City will request or approve any Task Proposals or services from Consultant pursuant to this Agreement. This Agreement does not create any entitlement of Consultant to perform any services or receive any compensation except for Consultant's services rendered pursuant to an approved Task Proposal, if and as may be approved the Contract Officer pursuant to section II below.

II. Consultant must perform all on-call Services in compliance with the following requirements:

- A.** Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B.** Consultant must prepare a written description of the requested tasks including all components and subtasks and the specifications of each item requested/proposed for sale; the costs to perform the task, including item-specific prices ("Task Budget") complying with Exhibit C (Schedule of Compensation) and Exhibit C-1; an explanation of how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C.** Contract Officer shall in writing approve, modify or reject the Task Proposal, and if/when approved, will issue a notice to proceed to Consultant. Notwithstanding any other provision of this Agreement, notices to proceed and other notices pursuant to this Section II may be issued via email by the Contract Officer or his or her designee on behalf of City, or by Consultant's Principal or his or her designee on behalf of Consultant, using designated email addresses which shall be exchanged by the Contract Officer and Consultant's Principal promptly upon execution of this Agreement and thereafter kept current at all times; if no notice of a change to a designated email address has been provided, the last-designated email address for that purpose shall be deemed current. Email notice provided in accordance with this Section II shall be deemed delivered one business day (M-F, excluding state and federal holidays) after transmission of the email.
- D.** The task shall be performed at a cost not to exceed the Task Budget.

- E.** Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. The Parks that host the Youth Sports programs/leagues that will be provided with uniforms (if and as authorized pursuant to Section II above) are the following:

1. Anderson Park 19101 S. Wilmington Ave. Carson, CA 90746	7. Dominguez Park 21330 Santa Fe Avenue Carson, CA 90810
2. Calas Park 1000 E. 220th Street Carson, CA 90745	8. Hemingway Park 700 E. Gardena Boulevard Carson, CA 90746
3. Carriage Crest Park 23800 S. Figueroa Street Carson, CA 90745	9. Foisia Park 23410 Catskill Avenue Carson, CA 90745
4. Carson Park 21411 S. Orrick Avenue Carson, CA 90745	10. Mills Park 1340 E. Dimondale Dr. Carson, CA 90746
5. Del Amo Park 703 E. Del Amo Boulevard Carson, CA 90746	11. Stevenson Park 17400 Lysander Drive Carson, CA 90746
6. Dolphin Park 21205 Water Street Carson, CA 90745	12. Veterans Park / Veterans Sports Complex 22400 Moneta Avenue Carson, CA 90745

IV. Primary City staff contacts, subject to change by City, shall be as follows:

- A.** Anderson Park – Aundrea Rockhold, Recreation Center Supervisor II
- B.** Calas Park – Larry Failla, Recreation Center Supervisor II
- C.** Carriage Crest Park – Carolyn Pele, Recreation Center Supervisor II
- D.** Carson Park – Cristina Herrera, Senior Recreation Center Supervisor
- E.** Del Amo Park – Angel Zamora, Recreation Center Supervisor I

- F. Dolphin Park – Pat Camacho, Recreation Center Supervisor II
- G. Dominguez Park – Nick Reyes, Recreation Center Supervisor I
- H. Hemingway Park – Gwen Whitaker, Recreation Center Supervisor II
- I. Foisia Park – Janny Noa, Senior Recreation Center Supervisor
- J. Mills Park – Mickie Sanchez, Recreation Center Supervisor II
- K. Stevenson Park – Howard Johnson, Recreation Center Supervisor I
- L. Veterans Park – Isaac Gardner, Senior Recreation Center Supervisor
- M. Veterans Sports Complex – Kenny Harris, Recreation Center Supervisor II
- N. Invoice Submissions – Nancy Rusas, Youth Sports Coordinator
- O. Contract Officer – Tim Grierson, Recreation Superintendent

V. As part of the Services, Consultant will maintain availability of all of the following items, and will prepare and deliver the same to the City upon request/authorization pursuant to Section II above:

A. Baseball Uniforms

- 1. Uniform Items: (i) jersey - any of the item numbers listed in subparagraph (2) below (all shall be available), with screen print as described in subsection (H) below; (ii) socks – item no. AS5; (iii) MLB team cap – item no. MLB-350; (iv) baseball pant - any of the item numbers listed in subparagraph (3) below (all shall be available); and (v) belt – item no. A060.
- 2. Available jersey item no.'s (parenthetical denotes style of item): (i) BS33 (full button); (ii) BASEJ001 (two button); (iii) BASEJ003 (v-neck).
- 3. Available pant item no.'s (parenthetical denotes style of item): (i) item no. BP4 (belt loop pant); (ii) item no. BPPU1 (pull up pant).

B. Softball Uniforms

- 1. Uniform Items: (i) jersey - any of the item numbers listed in subparagraph (2) below (all shall be available), with screen print as described in subsection (H) below; (ii) socks - item no. AS2; (iii) visor – item no. 3001; (iv) hat – item no. 302C; (v) shorts – item no. 805; and (vi) softball pant - any of the item numbers listed in subparagraph (3) below (all shall be available).
- 2. Available jersey item no.'s (parenthetical denotes style of item): (i) JBS8 (sleeveless full button); (ii) TSBSJ001 (two button); (iii) BST21 (v-neck); and (iv) TSBSJ001 (sleeveless two button).

3. Available pant item no.'s (parenthetical denotes style of item): (i) item no. BP11 (women's cut belt loop pant); and (ii) item no. BASEP001 (women's cut pull up pant).

C. Flag Football Uniforms

1. Uniform Items: (i) jersey in any of the item numbers listed in subparagraph (2) below (all shall be available), with screen print as described in subsection (H) below; (ii) shorts – item no. BBS44; and (iii) pants - item no. FP12.
2. Available jersey item no.'s (parenthetical denotes style of item): (i) BST99 (short-sleeve); and (ii) BST99LS (long-sleeve),

D. Basketball Uniforms

1. Uniform Items: (i) jersey – item no. BASKJ001 (reversible), with screen print as described in subsection (H) below; (ii) shorts – item no. BASKS001; and (iii) hooded short sleeve performance shirt - item no. N3408.

E. Soccer Uniforms

1. Uniform Items: (i) jersey – item no. SOCCJ001 with screen print as described in subsection (H) below; (ii) shorts – item no. SOCCS001; (iii) socks – item no. AS5; and (iv) shin guards – item no. A119-A121.

F. Track Uniforms

1. Uniform Items: (i) jersey – item no. N2009, with screen print as described in subsection (H) below; (ii) shorts – item no. N5344; and (iii) socks – item no. S8002.

G. Except as otherwise provided in this Agreement, available sizes for all uniform items shall be as follows: Youth XXS-XL, Adult S-4XL. Pricing is set forth in Exhibit “C.”. Available colors shall be as set forth in Consultant's proposal or bid.

H. All uniform numbers and letterings will be screen printed for front number, back number, and team name/graphic.

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

- A.** As requested by Contract Officer.
- B.** Consultant to confirm and provide updates on shipment and delivery of all uniforms and apparel after each order placement.

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

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 2.1 (Contract Sum) is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ***In the event City exercises one or both of its one-year options to extend the term of this Agreement pursuant to Section 3.4, the total compensation for each one-year option period shall not exceed \$300,000, unless additional compensation is approved pursuant to Section 1.8.***”

II. The first paragraph of Section 2.4 (Invoices) is hereby amended as follows:

“Except as otherwise provided in Exhibit “C” (Schedule of Compensation), 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.”

III. Section 3.4 (Term) is hereby amended as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ***City may, in its sole discretion and subject to City Council approval, upon written notice to Consultant, extend the term of the Agreement, at the same pricing rates specified in the Schedule of Compensation for Year 3 of this Agreement, by up to two (2) additional one-year extension periods.***”

IV. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the pricing rates set forth in this Exhibit and Exhibit "C-1." If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal and shall be subject to Contract Officer approval pursuant to Section II of Exhibit "A" (Scope of Services).**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include, to the extent applicable:**
 - A.** Line items for all items describing the applicable pricing rate.
 - B.** Line items for any materials and equipment properly charged to the Services.
 - C.** Line items for any other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for any approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$900,000.00 as provided in Section 2.1 of this Agreement.**
- IV. The Consultant's pricing rates are set forth in Exhibit "C-1." The following additional terms apply to Consultant's pricing rates:**
 - A.** Additional screen print beyond that specified in Section V(H) of Exhibit "A" - additional charge of \$1.00.
 - B.** Fully sublimated jersey - additional charge of \$20.00.
 - C.** Delivery and shipping charges - flat fee of \$40.00 per shipment.
 - D.** Late add-on orders will be at the same cost as original orders (no additional charge).

EXHIBIT C-1

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full- button	\$19.00	\$18.00	\$19.00	\$18.00	\$19.00	\$18.00	Bull Pen: BS33
Two- button	\$15.00	\$14.00	\$15.00	\$14.00	\$15.00	\$14.00	Triangle Sports: BASEJ001
V- Neck	\$15.00	\$14.00	\$15.00	\$14.00	\$15.00	\$14.00	Triangle Sports: BASEJ003

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Belt Loop	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	MVP Classic: BP4
Pull-Up	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	Cycle: BPPU1

Baseball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	MLB Team Cap: MLB-350
Belt	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99	Brute Belt: A060
Socks	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	Featherweight Sock: AS5

Softball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full- button	\$38.00	\$36.00	\$38.00	\$36.00	\$38.00	\$36.00	Juice Full: JBS8
Two- button	\$15.00	\$14.00	\$15.00	\$14.00	\$15.00	\$14.00	Triangle Sports: TSBSJ001
V- Neck	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99	Star Ladies: BST21
Sleeveless	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	Triangle Sports: TSBSJ001

Softball Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pant- Women Cut- Belt Loop	\$14.00	\$13.00	\$14.00	\$13.00	\$14.00	\$13.00	Traditional Low Rise: BP11
Pant- Women Cut- Pull-Up	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	Triangle Sports: BASEP001
Shorts	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99	Augusta Practice: 805

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$6.99	\$6.99	\$6.99	\$6.99	\$6.99	\$6.99	Pacific Headwear: 302C
Visor	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	Decky Visor: 3001

Socks	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	Multi-Sport Sock: AS2

Flag Football Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	Vision: BST99
Long Sleeve	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	Vision: BST99LS

Flag Football Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	Touchback: FP12
Shorts	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	Vision: BBS44

Basketball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Reversible V-Neck	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	Triangle Sports: BASKJ001
Hooded Short Sleeve	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99	Hooded Performance Shirt: NS3408

Basketball Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	Triangle Sports: BASKS001

Soccer Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	Triangle Sports: SOCCJ001

Soccer Uniform-Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	Triangle Sports: SOCCS001

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes

	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Socks	\$3.99	\$3.99	\$3.99	\$3.99	\$3.99	\$3.99	Featherweight Socks: AS5
Shin Guards	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	D3 Molded High Impact: A119-A121

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Jersey	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	A4 Pacer: N2009
Shorts	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	Triangle Sports: N5344
Socks	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	A4 Socks: S8002

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services timely in accordance with this Exhibit “D” and the applicable approved Task Proposal pursuant to Section II of Exhibit “A.” All Services shall be completed by the applicable Task Completion Date.**
- II. Unless otherwise provided in the applicable approved Task Proposal, Consultant shall complete all Services: (i) for each main season order within 10 – 15 business days (M-F, excluding state and federal holidays), inclusive of shipping and delivery, from City’s notice to proceed pursuant to Section II of Exhibit “A”; and (ii) for each late add-on order within 5 – 10 business days (M-F, excluding state and federal holidays) inclusive of shipping and delivery, following City’s notice to proceed pursuant to Section II of Exhibit “A”. For purposes of this Section, “main season order” means and refers to an order submitted by the City at or near the outset of a given sports season whereby the City orders uniforms for the teams and players participating in the sports season based on the initial registration for the season, and “late add-on order” refers to all other orders.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**



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

REQUEST FOR PROPOSALS (RFP) 25-001

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

ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS

ISSUE DATE:	09/26/2024
QUESTIONS DEADLINE:	10/03/2024 10:00 AM
PROPOSAL DEADLINE:	10/17/2024 10:00 AM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

<http://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 project. 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 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, in the event of a conflict between any details included in this RFP and any details in PlanetBids, this RFP 25-001 shall control and govern.

To view other bidding opportunities from the City of Carons, please visit:

<http://ci.carson.ca.us/Finance/Bidding.aspx>

**RFP No. 25-001
ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS**

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Additional Documents Available as Downloads from PlanetBids

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

A. SUMMARY

The City of Carson; hereinafter referred to as “City”, is seeking proposals from qualified contractors for the provision of sports uniforms. These uniforms are required for various sports, including, baseball, basketball, flag football, soccer, softball, and/or track to support the City’s Youth Sports Program, which operates across 12 City park locations.

The contract is intended for an initial term of three (3) years, with the option for two (2) one-year extensions at the City’s discretion, based on the contractor’s performance.

After proposals are received, the City will review and may conduct additional interviews to clarify proposals received. To reiterate, the City reserves the right in its sole discretion to award all services to one proposer or to award to multiple proposers. The City also reserves the right to reject any and all proposals received and resolicit for proposals in its discretion, pursuant to Carson Municipal Code Section 2611(l), and to take any other action deemed to serve the best interest of the City subject to compliance with applicable law.

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.

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.

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

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

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, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, 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. Proposers are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions will be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

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

B. SPECIFIC PROPOSAL REQUIREMENTS

All proposals in response to this RFP must be submitted electronically on PlanetBids by 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 documents after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered proposals will not be accepted.

Proposers will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table:

Required Proposal Submittal Documents		
1	Cover Letter, 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 officers. Include name, title, address, and contact information. If Proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State.	Required
2	Client Reference List – Non-Construction Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three (3) references. (download from PlanetBids)	Required
3	Modification, Changes or Exceptions to the City's Contract Services Agreement – Long Form (download from PlanetBids) 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 Include 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
8	W-9 Request for Taxpayer Identification Number and Certification (download from PlanetBids)	Required
9	Acknowledgement of Insurance Endorsements (download from PlanetBids)	Required
10	Contract for Services Template Long Form (for reference only) (download from PlanetBids)	Required upon Contract Award

Every document uploaded to PlanetBids must include Proposer's name and **RFP No. 25-001**.

C. 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. Questions must be submitted individually and not in paragraph form nor combined in a single submission.

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 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 bidders 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 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. PROPOSER QUALIFICATIONS

Any and all contracts awarded pursuant to this RFP will be on an on-call basis, not exclusive as to other uniform service providers for any item or sport, and does not commit the City to place any orders. The City intends to establish an on-call panel of contractors, and once established, the City's Recreation Division will select from the on-call contractors chosen to meet the needs of the Youth Sports Program.

Proposers who do not meet the minimum qualifications will be disqualified.

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

E. PROJECT LOCATION & SCHEDULE

Job location: Citywide

Job Work Schedule: Will be determined upon contract award

Review of proposals to be completed by City evaluation committee	October 2024
Conduct interviews if needed	October 2024
Recommendation to City Council for contract award in open session	November 2024
Contract Services Agreement Execution	December 2024

***Schedule is subject to change**

F. INSURANCE REQUIREMENTS

The selected vendor must comply with the insurance requirements detailed in the Contract for Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the proposal. Failure to submit may result in City rejecting the proposal as being materially non-responsive to this RFP.

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

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.

Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.

Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:

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

Certificate Holder: City of Carson, 701 E Carson Street, Carson, CA 90745

Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits \$1MM per occurrence/\$2MM aggregate

GL Endorsements:

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

Automobile Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits \$1MM per occurrence/\$2MM aggregate

Auto Insurance Endorsements:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.

2. Waiver of Subrogation endorsement in favor of City of Carson.

Worker's Compensation Provisions:

Coverage for statutory limits for workers compensation. Minimum limit of \$1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

G. COST PROPOSAL

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

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

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

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

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

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

Proposal Evaluation Criteria		
Item	Description	Maximum Points
1	Compliance with the RFP Requirements - Adherence to all submission requirements outlined in the RFP. - Inclusion of all necessary documents, such as marking materials, samples, and guarantees or warranties. - Clear and complete responses to all RFP questions and specifications.	20
2	Quality of Uniforms - Durability, comfort, and overall quality of the proposed uniforms. - Adherence to industry standards and specifications for the uniform items. - Evaluation of fabric or material types, including additional types offered at the same price.	30
3	Experience and Qualifications - Proven track record and experience in providing sports uniforms for similar programs. - Qualifications and expertise of the firm/contractor, including relevant client references. - Capability to handle the scale and scope of the contract.	20
4	Cost	20

	- Competitiveness of the proposed pricing for uniform items. - Overall cost-effectiveness in relation to the quality of uniforms offered. - Value provided for any additional costs or optional services.	
5	Delivery and Implementation - Ability to meet deadlines and deliver uniforms as required, including try-on samples. - Proposed timeline for delivery and any assurances of timely fulfillment. - Flexibility and responsiveness to any changes or additional requirements.	10
	TOTAL POSSIBLE POINTS	100

The City may hold interviews with proposers prior to a final selection and interviews may be conducted in person or virtually. The City reserves the right to make such additional investigation as it deems necessary to establish the competence, qualifications, expertise, experience, and financial stability of any firm submitting a proposal.

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; (3) 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; (4) Disregard all non-confirming, non-responsive, or conditional proposals; (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City; (8) Request clarification of any proposal; and (9) Negotiate Contract Service Agreement terms with tentatively selected proposer(s).

Local Vendor Preference: Local Businesses shall be provided a local preference as outlined in CMC 2611.1(b)

Local Vendor Preference: Local Businesses shall be provided a local preference as outlined in CMC 2611.1(b)

Proposals shall be kept confidential until the conclusion of the RFP process, including any award and negotiation of the terms of 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. 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.

Proposals and Costs:

- Must be completed no later than the date and time established on the cover sheet of this RFP.
- Failure to completely upload your documents and required forms by the deadline shall result in disqualification.
- May be submitted at any time prior to the deadline.
- May be withdrawn and resubmitted at any time prior to the deadline.
- Large files may take time to upload so plan the timing of your submittal accordingly.
- Cannot be viewed by City staff until the close date and time.
- Documents must be uploaded in PDF format and include the proposer's name and City's RFP No. 25-001.
- **Prevailing Wage is not required nor applicable to this RFP.**

**PROJECT SCOPE OF SERVICES
RFP 25-001
YOUTH SPORTS UNIFORMS**

The contractor shall provide on-call services for the provision of sports uniforms. These uniforms are required for various sports, including, baseball, basketball, flag football, soccer, softball, and/or track to support the City's Youth Sports Program, which operates across 12 City park locations.

All proposals must include marketing or sales brochures that provide detailed information and specifications for each uniform item. Additionally, proposals must include copies of any guarantees or warranties associated with the products

Bidders must also submit a sample of each uniform item included in their proposal. Arrangements to deliver these uniform samples to the City's Purchasing Division must be completed by the proposal due date October 10, 2024 | 10:00 AM. Uniform samples submitted by successful bidders will become the property of the City as part of the contract agreement. Bidders not awarded a contract may request the return of their samples, which will be made available for pickup from the City.

The basketball season, which begins mid-December, has approximately 1,500 participants. The baseball and softball seasons, starting in early April, have approximately 2,000 participants. The Fall sports season starts mid-September and includes Flag Football and Soccer with an estimated 360 and 1,500 participants, respectively. Additionally, the City organizes Track and Field meets starting early February, with about 30 participants. For the purpose of this RFP, "Track" refers to Track and Field. Please note that the participant figures provided are estimates and do not guarantee actual order quantities. Actual demand will be determined based on the number of participants who register for each sport during the registration period prior to the start of each season.

The foregoing participant figures are estimates only and are not guaranteed to be the amount or basis of any actual order. Actual demand that the City tentatively intends to be met collectively by the on-call contractor(s) will be based on the number of participants that register for each sport during the registration process which takes place at or prior to the time of commencement of the relevant sports season.

Once contracts are awarded, the successful bidder(s) will be required to provide try-on uniforms for all selected uniform items, as directed by the Contract Officer. Unless otherwise specified in this RFP, bids may include any appropriate fabric or material type that meets industry standards for the uniform items. The specific fabric or material type being bid, as well as any other types offered at the same price, must be clearly indicated in the "notes" column of the relevant table in the proposal. In the event that the City receives equal bids featuring different permissible fabric or material types for a given uniform item, the City's preference for fabric or material type may be taken into account when making the award.

The City Parks that will be served with uniforms are the following:

1. Anderson Park, 19101 S. Wilmington Avenue, Carson, CA 90746;
2. Calas Park, 1000 E. 220th Street, Carson, CA 90745;
3. Carriage Crest Park, 23800 S. Figueroa Street, Carson, CA 90745;
4. Carson Park, 21411 S. Orrick Avenue, Carson, CA 90745;
5. Del Amo Park, 703 E. Del Amo Boulevard, Carson, CA 90746;

6. Dolphin Park, 21205 Water Street, Carson, CA 90745;
7. Dominguez Park, 21330 Santa Fe Avenue, Carson, CA 90810;
8. Hemingway park, 700 E. Gardena Boulevard, Carson, CA 90746;
9. Foisia Park, 23410 Catskill Avenue, Carson, CA 90745;
10. Mills Park, 1340 E. Diamondale Drive, Carson, CA 90746;
11. Stevenson Park, 17400 Lysander Drive, Carson, CA 90746; and
12. Veterans Park / Veterans Sports Complex, 22400 Moneta Avenue, Carson, CA 90745.

Primary City staff contacts that Consultant will work with are anticipated to be as follows, subject to any City personnel changes:

Uniform orders:

- Anderson Park- Aundrea Rockhold, Recreation Center Supervisor II
- Calas Park- Larry Failla, Recreation Center Supervisor II
- Carriage Crest Park- Carolyn Pele, Recreation Center Supervisor II
- Carson Park- Cristina Herrera, Senior Recreation Center Supervisor
- Del Amo Park- Angel Zamora, Recreation Center Supervisor I
- Dolphin Park- Pat Camacho, Recreation Center Supervisor II
- Dominguez Park- Nick Reyes, Recreation Center Supervisor I
- Foisia Park- Janny Noa, Senior Recreation Center Supervisor
- Hemingway Park- Gwen Whitaker, Recreation Center Supervisor II
- Mills Park – Mickie Sanchez, Recreation Center Supervisor II
- Stevenson Park- Howard Johnson, Recreation Center Supervisor I
- Veterans Park- Isaac Gardner, Senior Recreation Center Supervisor
- Veterans Sports Complex- Kenny Harris, Recreation Center Supervisor II

Invoice Submissions:

- Nancy Rusas, Youth Sports Coordinator

Contract Officer:

- Tim Grierson, Recreation Superintendent

As part of the Services, the firm will prepare and deliver the following tangible work products to the City [only applicable uniform items to be included in the final contract; additional specifications/details to be included based on proposal information provided.

A. Baseball Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL

- Jerseys
- Pants (pull-up/elastic waist and belt-loop)
- Hat
- Socks
- Belt

B. Softball Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jerseys
- Women's Cut Pants (pull-up/elastic waist and belt loop)
- Hat
- Visor
- Socks

C. Soccer Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jerseys
- Shorts
- Socks
- Shin guards

D. Football Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jerseys
- Shorts
- Pants

E. Basketball Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Reversible Jerseys
- Shorts
- Hoodie Sweatshirt

F. Track Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jersey
- Shorts

- Socks

For each sport, Consultant shall bag Jerseys and Pants/Shorts by individual teams as ordered.

On-Call Service Procedures

- A. The Contract Officer will issue a written request (task order) detailing the work and timeline.
- B. The contractor will prepare a Task Proposal, including costs and completion schedules.
- C. The Contract Officer will approve, modify, or reject the Task Proposal in writing.
- D. A Notice-to-Proceed will be issued for each Task Proposal.
- E. The contractor shall deliver each Task Proposal deliverable by the completion date.
- F. The contractor shall provide shipment and delivery updates as requested.

All uniforms are subject to review and acceptance by the City without additional charge to the City until found satisfactory and accepted by City.

Turnaround Time for All Sports Youth Uniforms

1. **Baseball Uniform items: Approximate turnaround time after main season order submitted:**
_____ (# of business days)
2. **Baseball Uniform items: Approximate turnaround time for late add-on orders:**
_____ (# of business days)
3. **Softball Uniform items: Approximate turnaround time after main season order submitted:**
_____ (# of business days)
4. **Softball Uniform items: Approximate turnaround time for late add-on orders:**
_____ (# of business days)
5. **Flag Football Uniform items: Approximate turnaround time after main season order submitted:**
_____ (# of business days)
6. **Flag Football Uniform items: Approximate turnaround time for late add-on orders:**
_____ (# of business days)
7. **Basketball Uniform items: Approximate turnaround time after main season order submitted:**
_____ (# of business days)
8. **Basketball Uniform items: Approximate turnaround time for late add-on orders:**
_____ (# of business days)
9. **Soccer Uniform items: Approximate turnaround time after main season order submitted:**
_____ (# of business days)
10. **Soccer Uniform items: Approximate turnaround time for late add-on orders:**
_____ (# of business days)
11. **rack Uniform items: Approximate turnaround time after main season order submitted:**
_____ (# of business days)
12. **Track Uniform items: Approximate turnaround time for late add-on orders:**
_____ (# of business days)

Costs

Consultant shall provide uniform items at the following rates: *[Instructions to Proposers: Each row in each table below represents one uniform item. Complete the applicable row, inclusive of all columns, for each item on which you wish to bid. Cost proposals submitted should be inclusive of all services necessary to provide the uniform item(s) to the City, including all taxes and delivery/shipping fees/costs, as indicated in the table denoted "Additional Fees (if applicable)."]*

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full-button							
Two-button							
V- Neck							

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Belt Loop							
Pull-Up							

Baseball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat							
Belt							
Socks							

Baseball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				
Sublimated				
Delivery / Shipping				
Late add-on orders				

Softball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full Button							
Two Button							
V- Neck							
Sleeveless							

Softball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants (Women's Cut) – Belt Loop							
Pants (Women's Cut) – Pull Up							
Shorts							

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat							
Visor							
Socks							

Softball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				
Sublimated				
Delivery / Shipping				
Late add-on orders				

Flag Football Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve							
Long Sleeve							

Flag Football Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants							
Shorts							

Flag Football Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				
Sublimated				
Delivery / Shipping				
Late add-on orders				

Basketball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Reversible V-Neck							
Hooded Sweatshirt							

Basketball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts							

Basketball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				
Sublimated				
Delivery / Shipping				
Late add-on orders				

Soccer Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve							

Soccer Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts							

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Socks							
Shin Guards							

Soccer Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				
Sublimated				
Delivery / Shipping				
Late add-on orders				

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Jersey							
Shorts							
Socks							

Track Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				
Sublimated				
Delivery / Shipping				
Late add-on orders				

CITY OF CARSON BID REGISTER

NAME OF PROJECT:

RFP 25-001 ON-CALL YOUTH SPORTS PROGRAM -- UNIFORMS

BID OPENING DATE:

10-17-24

TIME: 11:15 A.M.

City Clerk's Office
RECEIVED
10-17-24
11:15 a.m.

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	American Soccer Company, Inc.	Sherilyn Caligal	10/15/24 11:11 p.m.			
2.	Buddys All Stars	Anthony Marchese	10/17/24 9:04 a.m.			
3.	High Pressure Designs	ASH Rashando Sisk	10/17/24 10:21 a.m.			
4.	Triangle Sports, Inc.	George Bell	10/16/24 8:05 p.m.			
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Opened By: Melissa Figueroa

Print Legibly

M.F.
Initials

Staff Present: Scott Griffee

Print Legibly

(Signature)
Initials

City Clerk: (Signature)

Signature

PlanetBids Opened By: Shelly McElhiney

Print Legibly

SM
Initials



20701 Manhattan Place
Torrance, CA 90501

Office: 800.626.7774
www.ScoreSports.com

CITY OF CARSON
Purchasing Division
701 E. Carson Street
Carson, CA 90745

October 15, 2024

To Whom This May Concern:

On behalf of Score Sports, we would like to thank you for this opportunity to participate in RFP 25-001: On-Call Youth Sports Program - Uniforms. Attached is our submission with hopes that you would consider our company as your provider.

Please do not hesitate to contact me if you should have any questions.

Thank you once again for the opportunity and we look forward to working with you in the near future.

Kind Regards,

Charles Choomngern

Charles Choomngern
Finance – Sales Operations Manager
800.626.7774 ext. 1139
charles@scoresports.com

Sherilyn Cajigal

Sherilyn Cajigal
Bid Coordinator
800.626.7774 ext. 1175
scajigal@scoresports.com

Turnaround Time for All Sports Youth Uniforms

1. Baseball Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
2. Baseball Uniform items: Approximate turnaround time for late add-on orders:
4-7 (# of business days)
3. Softball Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
4. Softball Uniform items: Approximate turnaround time for late add-on orders:
4-7 (# of business days)
5. Flag Football Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
6. Flag Football Uniform items: Approximate turnaround time for late add-on orders:
4-7 (# of business days)
7. Basketball Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
8. Basketball Uniform items: Approximate turnaround time for late add-on orders:
4-7 (# of business days)
9. Soccer Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
10. Soccer Uniform items: Approximate turnaround time for late add-on orders:
4-7 (# of business days)
11. rack Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
12. Track Uniform items: Approximate turnaround time for late add-on orders:
4-7 (# of business days)

Costs

Consultant shall provide uniform items at the following rates: *[Instructions to Proposers: Each row in each table below represents one uniform item. Complete the applicable row, inclusive of all columns, for each item on which you wish to bid. Cost proposals submitted should be inclusive of all services necessary to provide the uniform item(s) to the City, including all taxes and delivery/shipping fees/costs, as indicated in the table denoted "Additional Fees (if applicable)."]*

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
PITTSBURGH (C619) Full-button	\$27.95				\$29.35		
BROOKLYN (C537) Two-button	\$18.95				\$19.90		
SUBLIMATED OPTION	\$23.95				\$25.15		
PHOENIX (C413) V- Neck	\$16.95				\$17.80		
SUBLIMATED OPTION	\$19.95				\$20.95		

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
TULSA (B2002) Belt Loop	\$17.95				\$18.85		
TOLEDO (BPPANT) Pull-Up	\$11.95				\$12.55		

Baseball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
TWILL CAP (BCAP) Hat	\$4.45	---	---	---	\$4.65	---	ALTERNATIVE OPTION: MLB CAP (MLBCAP) \$9.95
BASEBALL BELT (BBELT) Belt	\$5.45	---	---	---	\$5.70	---	
SOLID SOCKS (800) Socks	\$4.15	---	---	---	\$4.35	---	

Baseball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	\$2.00		\$2.50	10" 1- COLOR LOGO ON STOCK JERSEYS
Sublimated	--- NONE ---			
Delivery / Shipping	NO CHARGE			SCORE DELIVERY ON MAIN ORDER ONLY
Late add-on orders	STANDARD UPS GROUND SHIPPING RATES			

Softball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
PITTSBURGH (C619) Full Button	\$27.95				\$29.35		
BROOKLYN (C537) Two Button	\$18.95				\$19.90		
SUBLIMATED OPTION	\$23.95				\$25.15		
PHOENIX (C413) V- Neck	\$16.95				\$17.80		
SUBLIMATED OPTION	\$19.95				\$20.95		
VERSAILLES (296) Sleeveless	\$13.95				\$14.65		

Softball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
SOFTBALL BELTED (LACBP1) Pants (Women's Cut) – Belt Loop	\$16.95				\$17.80		
SOFTBALL PULL-UP (LACBP3) Pants (Women's Cut) – Pull Up	\$11.95				\$12.55		
SYDNEY (117A) Shorts	\$10.95				\$11.50		

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
TWILL CAP (BCAP) Hat	\$4.45				\$4.65		ALTERNATIVE OPTION: MLB CAP (MLBCAP) \$9.95
TWILL VISOR (BVIS) Visor	\$4.45				\$4.65		ALTERNATIVE OPTION: MLB VISOR (MLBVIS) \$10.35
SOLID SOCKS (800) Socks	\$4.15				\$4.35		

Softball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	\$2.00		\$2.50	10" 1- COLOR LOGO ON STOCK JERSEYS
Sublimated	---	NONE	---	
Delivery / Shipping	NO CHARGE			SCORE DELIVERY ON MAIN ORDER ONLY
Late add-on orders	STANDARD UPS GROUND SHIPPING RATES			

Flag Football Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$14.95				\$15.70		Also available as Jersey & Short Package \$20.95 or Sublimated Package \$25.95
	\$19.95				\$20.95		
Long Sleeve	-----NO BID-----						

TEXAS
(F281)SUBLIMATED
OPTION

Flag Football Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants	-----NO BID-----						
Shorts	\$11.45				\$12.00		Also available as Jersey & Short Package

CALIFORNIA
(1140)

Flag Football Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	\$2.00		\$2.50	10" 1- COLOR LOGO ON STOCK JERSEYS
Sublimated	--- NONE ---			
Delivery / Shipping	NO CHARGE			SCORE DELIVERY ON MAIN ORDER ONLY
Late add-on orders	STANDARD UPS GROUND SHIPPING RATES			

Basketball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
PUEBLO (B720) SINGLE SIDED SUBLIMATED OPTION	Reversible V-Neck	\$13.95	—————	—————	\$14.65		Also available as Jersey & Short Package \$20.95 or Sublimated Package \$35.90
		\$21.95	—————	—————	\$23.05		
HOODIE (4040)	Hooded Sweatshirt	\$26.95	—————	—————	\$28.30		

Basketball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
CALIFORNIA (1140) SUBLIMATED OPTION	Shorts	\$11.45	—————	—————	\$12.00		Also available as Jersey & Short Package
		\$15.95	—————	—————	\$16.75		

Basketball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	\$2.00		\$2.50	10" 1- COLOR LOGO ON STOCK JERSEYS
Sublimated	--- NONE ---			
Delivery / Shipping	NO CHARGE			SCORE DELIVERY ON MAIN ORDER ONLY
Late add-on orders	STANDARD UPS GROUND SHIPPING RATES			

Soccer Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	\$13.45				\$14.10		Also available as Jersey, Short & Sock Package: \$18.45

COSTA RICA
(235)

Soccer Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
SYDNEY (117A) Shorts	\$10.95				\$11.50		Also available as Jersey, Short & Sock Package: \$18.45

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
SOLID SOCKS (800) Socks	\$4.15				\$4.35		Also available as Jersey, Short & Sock Package: \$18.45
TRAINER (9700) Shin Guards	\$4.65				\$4.85		

Soccer Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	\$2.00		\$2.50	10" 1- COLOR LOGO ON STOCK JERSEYS
Sublimated	--- NONE ---			
Delivery / Shipping	NO CHARGE			SCORE DELIVERY ON MAIN ORDER ONLY
Late add-on orders	STANDARD UPS GROUND SHIPPING RATES			

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
CHICAGO (B379) Jersey	\$16.95				\$17.80		Also available as Jersey, Short & Sock Package: \$21.45
SYDNEY (117A) Shorts	\$10.95				\$11.50		
SOLID SOCKS (800) Socks	\$4.15				\$4.35		

Track Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	\$2.00		\$2.50	10" 1- COLOR LOGO ON STOCK JERSEYS
Sublimated	--- NONE ---			
Delivery / Shipping	NO CHARGE			SCORE DELIVERY ON MAIN ORDER ONLY
Late add-on orders	STANDARD UPS GROUND SHIPPING RATES			



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

REQUEST FOR PROPOSALS (RFP) 25-001

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

ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS

ISSUE DATE:	09/26/2024
QUESTIONS DEADLINE:	10/03/2024 10:00 AM
PROPOSAL DEADLINE:	10/17/2024 10:00 AM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

<http://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 project. 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 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, in the event of a conflict between any details included in this RFP and any details in PlanetBids, this RFP 25-001 shall control and govern.

To view other bidding opportunities from the City of Carons, please visit:

<http://ci.carson.ca.us/Finance/Bidding.aspx>

**RFP No. 25-001
ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS**

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Additional Documents Available as Downloads from PlanetBids

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

A. SUMMARY

The City of Carson; hereinafter referred to as “City”, is seeking proposals from qualified contractors for the provision of sports uniforms. These uniforms are required for various sports, including, baseball, basketball, flag football, soccer, softball, and/or track to support the City’s Youth Sports Program, which operates across 12 City park locations.

The contract is intended for an initial term of three (3) years, with the option for two (2) one-year extensions at the City’s discretion, based on the contractor’s performance.

After proposals are received, the City will review and may conduct additional interviews to clarify proposals received. To reiterate, the City reserves the right in its sole discretion to award all services to one proposer or to award to multiple proposers. The City also reserves the right to reject any and all proposals received and resolicit for proposals in its discretion, pursuant to Carson Municipal Code Section 2611(l), and to take any other action deemed to serve the best interest of the City subject to compliance with applicable law.

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.

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.

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

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

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, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, 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. Proposers are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions will be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

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

B. SPECIFIC PROPOSAL REQUIREMENTS

All proposals in response to this RFP must be submitted electronically on PlanetBids by 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 documents after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered proposals will not be accepted.

Proposers will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table:

Required Proposal Submittal Documents		
1	Cover Letter, 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 officers. Include name, title, address, and contact information. If Proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State.	Required
2	Client Reference List – Non-Construction Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three (3) references. (download from PlanetBids)	Required
3	Modification, Changes or Exceptions to the City's Contract Services Agreement – Long Form (download from PlanetBids) 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 Include 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
8	W-9 Request for Taxpayer Identification Number and Certification (download from PlanetBids)	Required
9	Acknowledgement of Insurance Endorsements (download from PlanetBids)	Required
10	Contract for Services Template Long Form (for reference only) (download from PlanetBids)	Required upon Contract Award

Every document uploaded to PlanetBids must include Proposer's name and **RFP No. 25-001**.

C. 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. Questions must be submitted individually and not in paragraph form nor combined in a single submission.

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 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 bidders 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 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. PROPOSER QUALIFICATIONS

Any and all contracts awarded pursuant to this RFP will be on an on-call basis, not exclusive as to other uniform service providers for any item or sport, and does not commit the City to place any orders. The City intends to establish an on-call panel of contractors, and once established, the City's Recreation Division will select from the on-call contractors chosen to meet the needs of the Youth Sports Program.

Proposers who do not meet the minimum qualifications will be disqualified.

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

E. PROJECT LOCATION & SCHEDULE

Job location: Citywide

Job Work Schedule: Will be determined upon contract award

Review of proposals to be completed by City evaluation committee	October 2024
Conduct interviews if needed	October 2024
Recommendation to City Council for contract award in open session	November 2024
Contract Services Agreement Execution	December 2024

***Schedule is subject to change**

F. INSURANCE REQUIREMENTS

The selected vendor must comply with the insurance requirements detailed in the Contract for Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the proposal. Failure to submit may result in City rejecting the proposal as being materially non-responsive to this RFP.

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

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.

Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.

Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:

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

Certificate Holder: City of Carson, 701 E Carson Street, Carson, CA 90745

Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits \$1MM per occurrence/\$2MM aggregate

GL Endorsements:

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

Automobile Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits \$1MM per occurrence/\$2MM aggregate

Auto Insurance Endorsements:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.

2. Waiver of Subrogation endorsement in favor of City of Carson.

Worker's Compensation Provisions:

Coverage for statutory limits for workers compensation. Minimum limit of \$1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

G. COST PROPOSAL

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

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

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

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

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

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

Proposal Evaluation Criteria		
Item	Description	Maximum Points
1	Compliance with the RFP Requirements • Adherence to all submission requirements outlined in the RFP. • Inclusion of all necessary documents, such as marking materials, samples, and guarantees or warranties. • Clear and complete responses to all RFP questions and specifications.	20
2	Quality of Uniforms • Durability, comfort, and overall quality of the proposed uniforms. • Adherence to industry standards and specifications for the uniform items. • Evaluation of fabric or material types, including additional types offered at the same price.	30
3	Experience and Qualifications • Proven track record and experience in providing sports uniforms for similar programs. • Qualifications and expertise of the firm/contractor, including relevant client references. • Capability to handle the scale and scope of the contract.	20
4	Cost	20

	- Competitiveness of the proposed pricing for uniform items. - Overall cost-effectiveness in relation to the quality of uniforms offered. - Value provided for any additional costs or optional services.	
5	Delivery and Implementation - Ability to meet deadlines and deliver uniforms as required, including try-on samples. - Proposed timeline for delivery and any assurances of timely fulfillment. - Flexibility and responsiveness to any changes or additional requirements.	10
	TOTAL POSSIBLE POINTS	100

The City may hold interviews with proposers prior to a final selection and interviews may be conducted in person or virtually. The City reserves the right to make such additional investigation as it deems necessary to establish the competence, qualifications, expertise, experience, and financial stability of any firm submitting a proposal.

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; (3) 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; (4) Disregard all non-confirming, non-responsive, or conditional proposals; (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City; (8) Request clarification of any proposal; and (9) Negotiate Contract Service Agreement terms with tentatively selected proposer(s).

Local Vendor Preference: Local Businesses shall be provided a local preference as outlined in CMC 2611.1(b)

Local Vendor Preference: Local Businesses shall be provided a local preference as outlined in CMC 2611.1(b)

Proposals shall be kept confidential until the conclusion of the RFP process, including any award and negotiation of the terms of 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. 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.

Proposals and Costs:

- Must be completed no later than the date and time established on the cover sheet of this RFP.
- Failure to completely upload your documents and required forms by the deadline shall result in disqualification.
- May be submitted at any time prior to the deadline.
- May be withdrawn and resubmitted at any time prior to the deadline.
- Large files may take time to upload so plan the timing of your submittal accordingly.
- Cannot be viewed by City staff until the close date and time.
- Documents must be uploaded in PDF format and include the proposer's name and City's RFP No. 25-001.
- **Prevailing Wage is not required nor applicable to this RFP.**

**PROJECT SCOPE OF SERVICES
RFP 25-001
YOUTH SPORTS UNIFORMS**

The contractor shall provide on-call services for the provision of sports uniforms. These uniforms are required for various sports, including, baseball, basketball, flag football, soccer, softball, and/or track to support the City's Youth Sports Program, which operates across 12 City park locations.

All proposals must include marketing or sales brochures that provide detailed information and specifications for each uniform item. Additionally, proposals must include copies of any guarantees or warranties associated with the products

Bidders must also submit a sample of each uniform item included in their proposal. Arrangements to deliver these uniform samples to the City's Purchasing Division must be completed by the proposal due date October 10, 2024 | 10:00 AM. Uniform samples submitted by successful bidders will become the property of the City as part of the contract agreement. Bidders not awarded a contract may request the return of their samples, which will be made available for pickup from the City.

The basketball season, which begins mid-December, has approximately 1,500 participants. The baseball and softball seasons, starting in early April, have approximately 2,000 participants. The Fall sports season starts mid-September and includes Flag Football and Soccer with an estimated 360 and 1,500 participants, respectively. Additionally, the City organizes Track and Field meets starting early February, with about 30 participants. For the purpose of this RFP, "Track" refers to Track and Field. Please note that the participant figures provided are estimates and do not guarantee actual order quantities. Actual demand will be determined based on the number of participants who register for each sport during the registration period prior to the start of each season.

The foregoing participant figures are estimates only and are not guaranteed to be the amount or basis of any actual order. Actual demand that the City tentatively intends to be met collectively by the on-call contractor(s) will be based on the number of participants that register for each sport during the registration process which takes place at or prior to the time of commencement of the relevant sports season.

Once contracts are awarded, the successful bidder(s) will be required to provide try-on uniforms for all selected uniform items, as directed by the Contract Officer. Unless otherwise specified in this RFP, bids may include any appropriate fabric or material type that meets industry standards for the uniform items. The specific fabric or material type being bid, as well as any other types offered at the same price, must be clearly indicated in the "notes" column of the relevant table in the proposal. In the event that the City receives equal bids featuring different permissible fabric or material types for a given uniform item, the City's preference for fabric or material type may be taken into account when making the award.

The City Parks that will be served with uniforms are the following:

1. Anderson Park, 19101 S. Wilmington Avenue, Carson, CA 90746;
2. Calas Park, 1000 E. 220th Street, Carson, CA 90745;
3. Carriage Crest Park, 23800 S. Figueroa Street, Carson, CA 90745;
4. Carson Park, 21411 S. Orrick Avenue, Carson, CA 90745;
5. Del Amo Park, 703 E. Del Amo Boulevard, Carson, CA 90746;

6. Dolphin Park, 21205 Water Street, Carson, CA 90745;
7. Dominguez Park, 21330 Santa Fe Avenue, Carson, CA 90810;
8. Hemingway park, 700 E. Gardena Boulevard, Carson, CA 90746;
9. Foisia Park, 23410 Catskill Avenue, Carson, CA 90745;
10. Mills Park, 1340 E. Diamondale Drive, Carson, CA 90746;
11. Stevenson Park, 17400 Lysander Drive, Carson, CA 90746; and
12. Veterans Park / Veterans Sports Complex, 22400 Moneta Avenue, Carson, CA 90745.

Primary City staff contacts that Consultant will work with are anticipated to be as follows, subject to any City personnel changes:

Uniform orders:

- Anderson Park- Aundrea Rockhold, Recreation Center Supervisor II
- Calas Park- Larry Failla, Recreation Center Supervisor II
- Carriage Crest Park- Carolyn Pele, Recreation Center Supervisor II
- Carson Park- Cristina Herrera, Senior Recreation Center Supervisor
- Del Amo Park- Angel Zamora, Recreation Center Supervisor I
- Dolphin Park- Pat Camacho, Recreation Center Supervisor II
- Dominguez Park- Nick Reyes, Recreation Center Supervisor I
- Foisia Park- Janny Noa, Senior Recreation Center Supervisor
- Hemingway Park- Gwen Whitaker, Recreation Center Supervisor II
- Mills Park – Mickie Sanchez, Recreation Center Supervisor II
- Stevenson Park- Howard Johnson, Recreation Center Supervisor I
- Veterans Park- Isaac Gardner, Senior Recreation Center Supervisor
- Veterans Sports Complex- Kenny Harris, Recreation Center Supervisor II

Invoice Submissions:

- Nancy Rusas, Youth Sports Coordinator

Contract Officer:

- Tim Grierson, Recreation Superintendent

As part of the Services, the firm will prepare and deliver the following tangible work products to the City [only applicable uniform items to be included in the final contract; additional specifications/details to be included based on proposal information provided.

A. Baseball Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL

- Jerseys
- Pants (pull-up/elastic waist and belt-loop)
- Hat
- Socks
- Belt

B. Softball Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jerseys
- Women's Cut Pants (pull-up/elastic waist and belt loop)
- Hat
- Visor
- Socks

C. Soccer Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jerseys
- Shorts
- Socks
- Shin guards

D. Football Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jerseys
- Shorts
- Pants

E. Basketball Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Reversible Jerseys
- Shorts
- Hoodie Sweatshirt

F. Track Uniforms

- All numbers and letterings must be screen printed or sublimated for front number, back number, and team name/graphic
- Sizes: Youth XXS-XL
Adult S-4XL
- Jersey
- Shorts

- Socks

For each sport, Consultant shall bag Jerseys and Pants/Shorts by individual teams as ordered.

On-Call Service Procedures

- A. The Contract Officer will issue a written request (task order) detailing the work and timeline.
- B. The contractor will prepare a Task Proposal, including costs and completion schedules.
- C. The Contract Officer will approve, modify, or reject the Task Proposal in writing.
- D. A Notice-to-Proceed will be issued for each Task Proposal.
- E. The contractor shall deliver each Task Proposal deliverable by the completion date.
- F. The contractor shall provide shipment and delivery updates as requested.

All uniforms are subject to review and acceptance by the City without additional charge to the City until found satisfactory and accepted by City.

Turnaround Time for All Sports Youth Uniforms

1. Baseball Uniform items: Approximate turnaround time after main season order submitted:
15 _____ (# of business days)
2. Baseball Uniform items: Approximate turnaround time for late add-on orders:
15 _____ (# of business days)
3. Softball Uniform items: Approximate turnaround time after main season order submitted:
15 _____ (# of business days)
4. Softball Uniform items: Approximate turnaround time for late add-on orders:
15 _____ (# of business days)
5. Flag Football Uniform items: Approximate turnaround time after main season order submitted:
15 _____ (# of business days)
6. Flag Football Uniform items: Approximate turnaround time for late add-on orders:
15 _____ (# of business days)
7. Basketball Uniform items: Approximate turnaround time after main season order submitted:
15 _____ (# of business days)
8. Basketball Uniform items: Approximate turnaround time for late add-on orders:
15 _____ (# of business days)
9. Soccer Uniform items: Approximate turnaround time after main season order submitted:
15 _____ (# of business days)
10. Soccer Uniform items: Approximate turnaround time for late add-on orders:
15 _____ (# of business days)
11. rack Uniform items: Approximate turnaround time after main season order submitted:
15 _____ (# of business days)
12. Track Uniform items: Approximate turnaround time for late add-on orders:
15 _____ (# of business days)

Costs

Consultant shall provide uniform items at the following rates: *[Instructions to Proposers: Each row in each table below represents one uniform item. Complete the applicable row, inclusive of all columns, for each item on which you wish to bid. Cost proposals submitted should be inclusive of all services necessary to provide the uniform item(s) to the City, including all taxes and delivery/shipping fees/costs, as indicated in the table denoted "Additional Fees (if applicable)."]*

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full-button	\$25.26	\$25.26	\$27.60	\$27.60	\$28.88	\$28.88	Jerseys include team name and numbers front and back.
Two-button	\$20.17	\$20.17	\$21.78	\$21.78	\$22.79	\$22.79	
V- Neck	\$22.96	\$22.96	\$24.80	\$24.80	\$25.94	\$25.94	

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Belt Loop	\$16.94	\$16.94	\$18.30	\$18.30	\$19.14	\$19.14	No decorations - blank.
Pull-Up	\$9.74	\$9.74	\$10.52	\$10.52	\$11.01	\$11.01	

Baseball Uniform-Accessories							
Item	Unit Cost Year 1 Adult Size	Unit Cost Year 1 Youth Size	Unit Cost Year 2 Adult Size	Unit Cost Year 2 Youth Size	Unit Cost Year 3 Adult Size	Unit Cost Year 3 Youth Size	Notes Cap pricing includes front logo.
Hat	\$11.47	\$11.47	\$12.39	\$12.39	\$12.96	\$12.96	
Belt	\$3.69	\$3.69	\$3.99	\$3.99	\$4.17	\$4.17	
Socks	\$2.94	\$2.24	\$3.18	\$2.42	3.33	\$2.53	

Baseball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				Included in the above unit price.
Sublimated				Included in the above unit price.
Delivery / Shipping	4.0% of order total.	4.0% of order total.	4.0% of order total.	
Late add-on orders				25% markup for all add-on orders less 6 units.

Softball Uniform- Jersey							
Item	Unit Cost Year 1 Adult Size	Unit Cost Year 1 Youth Size	Unit Cost Year 2 Adult Size	Unit Cost Year 2 Youth Size	Unit Cost Year 3 Adult Size	Unit Cost Year 3 Youth Size	Notes Jerseys include team name and numbers front and back.
Full Button	\$45.60	\$45.60	\$49.25	\$49.25	\$51.53	\$51.53	
Two Button	\$22.27	\$22.27	\$24.05	\$24.05	\$25.17	\$25.17	
V- Neck	\$20.58	\$20.58	\$22.23	\$22.23	\$23.26	\$23.26	
Sleeveless	\$20.13	\$20.13	\$21.74	\$21.74	\$22.75	\$22.75	

Softball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants (Women's Cut) – Belt Loop	\$15.63	\$15.63	\$16.88	\$16.88	\$17.66	\$17.66	Non decorated - blank.
Pants (Women's Cut) – Pull Up	\$11.74	\$11.74	\$12.68	\$12.68	\$13.27	\$13.27	
Shorts	\$12.48		\$13.48	\$13.48	\$14.10	\$14.10	
							\$12.48 \$13.48 \$14.10

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	\$9.27	\$9.27	\$10.01	\$10.01	\$10.48	\$10.48	Cap and Visor pricing includes front logo.
Visor	\$9.87	\$9.87	\$10.66	\$10.66	\$11.15	\$11.15	Snapback: S/M, L/XL.
Socks	\$2.94	\$2.24	\$3.18	\$2.42	\$3.33	\$2.53	Adjustable: S/M, L/XL.

Softball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				Included in the above unit price.
Sublimated				Included in the above unit price.
Delivery / Shipping	4.0% of order total.	4.0% of order total.	4.0% of order total.	
Late add-on orders				25% markup for all add-on orders less 6 units.

Flag Football Uniform- Jersey							
Item	Unit Cost Year 1 Adult Size	Unit Cost Year 1 Youth Size	Unit Cost Year 2 Adult Size	Unit Cost Year 2 Youth Size	Unit Cost Year 3 Adult Size	Unit Cost Year 3 Youth Size	Notes
							SS jerseys include team name and numbers front and back.
Short Sleeve	\$17.48	\$18.48	\$19.96	\$19.96	\$20.88	\$20.88	Flag football style jersey.
Long Sleeve							NO BID.

Flag Football Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants							NO BID. (If you need standard football pants, let me know.)
Shorts	\$12.94	\$12.94	\$13.98	\$13.98	\$14.62	\$14.62	\$12.94 \$13.98 \$14.62

Flag Football Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				Included in the above unit price.
Sublimated				Included in the above unit price.
Delivery / Shipping	4.0% of order total.	4.0% of order total.	4.0% of order total.	
Late add-on orders				25% markup for all add-on orders less 6 units.

Basketball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Reversible V-Neck	\$33.82	\$33.82	\$36.53	\$36.53	\$38.22	\$38.22	Reversible includes team name, numbers front and back, both sides.
Hooded Sweatshirt	\$12.36	\$12.36	\$13.35	\$13.35	\$13.97	\$13.97	Pricing includes front logo.

Basketball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	\$18.12	\$18.12	\$19.57	\$19.57	\$20.48	\$20.48	Reversible short includes logo both sides. \$18.12 \$19.57 \$20.48

Basketball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				Included in the above unit price.
Sublimated				Included in the above unit price.
Delivery / Shipping	4.0% of order total.	4.0% of order total.	4.0% of order total.	
Late add-on orders				25% markup for all add-on orders less 6 units.

Soccer Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	Soccer jersey pricing includes team name front, and numbers front and back.
Short Boys Sleeve	\$18.93	\$18.93	\$20.44	\$20.44	\$21.39	\$21.39	Boy's Jersey.

Girls Short Sleeve Jersey: \$17.23 \$17.23 \$18.61 \$18.61 \$19.47 \$19.47 Girl's jersey.

Soccer Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts Boys:	\$9.67	\$9.67	\$10.44	\$10.44	\$10.93	\$10.93	Boy's short.
Girl's Short:	\$12.58	\$12.58	\$13.59	\$13.59	\$14.22	\$14.22	Girl's short.

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Socks	\$2.94	\$2.24	\$3.18	\$2.42	\$3.33	\$2.53	Socks are knee length.
Shin Guards	\$4.97	\$4.97	\$5.37	\$5.37	\$5.62	\$5.62	Sizes: XS -XL

Soccer Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				Included in the above unit price.
Sublimated				Included in the above unit price.
Delivery / Shipping	4.0% of order total.	4.0% of order total.	4.0% of order total.	
Late add-on orders				25% markup for all add-on orders less 6 units.

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Jersey	\$9.47	\$9.47	\$10.23	\$10.23	\$10.70	\$10.70	Track singlet includes 1 logo center front.
Shorts	\$10.63	\$10.63	\$11.48	\$11.48	\$12.01	\$12.01	
Socks	\$3.24	\$3.24	\$3.50	\$3.50	\$3.66	\$3.66	Sock style quoted: crew style. If you need knee length, refer to knee length sock pricing above.

Track Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed				Included in the above unit price.
Sublimated				Included in the above unit price.
Delivery / Shipping	4.0% of order total.	4.0% of order total.	4.0% of order total.	
Late add-on orders				25% markup for all add-on orders less 6 units.



TRIANGLE SPORTS INC

Triangle Sports Inc.

**Michael Bell
Manager
209 S Ninth Ave
626-934-3393**

**City of Carson,
Here is our bid for the ON CALL YOUTH SPORTS
PROGRAM-UNIFORMS.**

**Triangle Sports has been operating and servicing Parks &
Recreation programs for the past 4 decades. We offer
outstanding service and great quality while keeping a
competitive cost.**

**We look forward to hearing back from you and hopefully
working together moving forward.**

Best Regards,

**Michael Bell
Triangle Sports Inc. Manager**

RFP No. 25-001

Turnaround Time for All Sports Youth Uniforms

1. Baseball Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
2. Baseball Uniform items: Approximate turnaround time for late add-on orders:
5-10 (# of business days)
3. Softball Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
4. Softball Uniform items: Approximate turnaround time for late add-on orders:
5-10 (# of business days)
5. Flag Football Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
6. Flag Football Uniform items: Approximate turnaround time for late add-on orders:
5-10 (# of business days)
7. Basketball Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
8. Basketball Uniform items: Approximate turnaround time for late add-on orders:
5-10 (# of business days)
9. Soccer Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
10. Soccer Uniform items: Approximate turnaround time for late add-on orders:
5-10 (# of business days)
11. Track Uniform items: Approximate turnaround time after main season order submitted:
10-15 (# of business days)
12. Track Uniform items: Approximate turnaround time for late add-on orders:
5-10 (# of business days)

Costs

Consultant shall provide uniform items at the following rates: *[Instructions to Proposers: Each row in each table below represents one uniform item. Complete the applicable row, inclusive of all columns, for each item on which you wish to bid. Cost proposals submitted should be inclusive of all services necessary to provide the uniform item(s) to the City, including all taxes and delivery/shipping fees/costs, as indicated in the table denoted "Additional Fees (if applicable)."]*

Baseball Uniform - Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full-button	19.00	18.00	19.00	18.00	19.00	18.00	
Two-button	15.00	14.00	15.00	14.00	15.00	14.00	
V- Neck	15.00	14.00	15.00	14.00	15.00	14.00	

Baseball Uniform-Pants							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Belt Loop	11.00	11.00	11.00	11.00	11.00	11.00	
Pull-Up	7.50	7.50	7.50	7.50	7.50	7.50	

Baseball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	12.00	12.00	12.00	12.00	12.00	12.00	
Belt	4.99	4.99	4.99	4.99	4.99	4.99	
Socks	3.50	3.50	3.50	3.50	3.50	3.50	

Baseball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	1.00	1.00	1.00	FOR EXTRA PRINT
Sublimated	20.00	20.00	20.00	Additional charge for fully sublimated
Delivery / Shipping	40.00	40.00	40.00	
Late add-on orders	N/A	N/A	N/A	Same price as original order

Softball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Full Button	38.00	36.00	38.00	36.00	38.00	36.00	
Two Button	15.00	14.00	15.00	14.00	15.00	14.00	
V- Neck	9.99	9.99	9.99	9.99	9.99	9.99	
Sleeveless	12.00	12.00	12.00	12.00	12.00	12.00	

Softball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants (Women's Cut) – Belt Loop	14.00	13.00	14.00	13.00	14.00	13.00	
Pants (Women's Cut) – Pull Up	9.50	9.50	9.50	9.50	9.50	9.50	
Shorts	9.99	9.99	9.99	9.99	9.99	9.99	

Softball Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Hat	6.99	6.99	6.99	6.99	6.99	6.99	
Visor	7.00	7.00	7.00	7.00	7.00	7.00	
Socks	3.50	3.50	3.50	3.50	3.50	3.50	

Softball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	1.00	1.00	1.00	for extra print
Sublimated	20.00	20.00	20.00	Additional charge for fully sublimated jersey
Delivery / Shipping	40.00	40.00	40.00	
Late add-on orders	N/A	N/A	N/A	same price as original

Flag Football Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	7.50	7.50	7.50	7.50	7.50	7.50	
Long Sleeve	8.50	8.50	8.50	8.50	8.50	8.50	

Flag Football Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Pants	11.50	11.50	11.50	11.50	11.50	11.50	
Shorts	7.50	7.50	7.50	7.50	7.50	7.50	

Flag Football Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	1.00	1.00	1.00	for extra print
Sublimated	20.00	20.00	20.00	Additional charge for fully Sublimated Jersey
Delivery / Shipping	40.00	40.00	40.00	
Late add-on orders	N/A	N/A	N/A	same price as original

Basketball Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Reversible V-Neck	14.00	14.00	14.00	14.00	14.00	14.00	
Hooded Sweatshirt	9.99	9.99	9.99	9.99	9.99	9.99	

Basketball Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	7.00	7.00	7.00	7.00	7.00	7.00	

Basketball Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	1.00	1.00	1.00	For ADDITIONAL Printing
Sublimated	20.00	20.00	20.00	ADDITIONAL charge for fully sublimated jersey
Delivery / Shipping	40.00	40.00	40.00	
Late add-on orders	N/A	N/A	N/A	Same price as original

Soccer Uniform- Jersey							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Short Sleeve	11.50	11.50	11.50	11.50	11.50	11.50	

Soccer Uniform- Bottoms							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Shorts	7.50	1.50	7.50	7.50	7.50	7.50	

Soccer Uniform-Accessories							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Socks	3.99	3.99	3.99	3.99	3.99	3.99	
Shin Guards	6.00	6.00	6.00	6.00	6.00	6.00	

Soccer Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	1.00	1.00	1.00	For ADDITIONAL Print
Sublimated	20.00	20.00	20.00	ADDITIONAL charge for fully sublimated jersey
Delivery / Shipping	40.00	40.00	40.00	
Late add-on orders	N/A	N/A	N/A	Same price as original

Track Uniform							
Item	Unit Cost Year 1	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 3	Notes
	Adult Size	Youth Size	Adult Size	Youth Size	Adult Size	Youth Size	
Jersey	9.50	9.50	9.50	9.50	9.50	9.50	
Shorts	9.50	9.50	9.50	9.50	9.50	9.50	
Socks	3.50	3.50	3.50	3.50	3.50	3.50	

Track Uniform-Additional Fees (if applicable)				
Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
Screen Printed	1.00	1.00	1.00	for additional Print
Sublimated	20.00	20.00	20.00	ADDITIONAL charge for fully sublimated JCS07
Delivery / Shipping	40.00	40.00	40.00	
Late add-on orders	N/A	N/A	N/A	Same as original order



Triangle Sports Inc.



TRIANGLE SPORTS INC

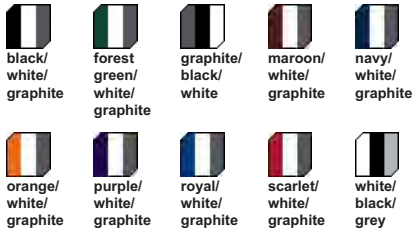
209 S 9th Ave
michael@triangle
sports.com
6269343393

BS33 Bull Pen Full Button Jersey

Baseball

FEATURES \$18.00 Youth
 \$19.00 Adult

- KOMB, 100% polyester body
- Pin-dot mesh 100% polyester inserts
- Six-button front spaced for lettering
- Set-in sleeves, double needle hemmed
- Shirt-tail bottom with serged edge
- DRI-GEAR® technology



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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6269343393

BASEJ001 Triangle Sports Two Button Jersey

Baseball

FEATURES

\$14.00 Youth
\$15.00 Adult

- Polyester
- Custom Colors



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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BASEJ003 Triangle Sports V Neck Raglan Jersey

Baseball

FEATURES

\$14.00 Youth
\$15.00 Adult

- Polyester
- Custom Colors



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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6269343393

BPPU1 Cycle Pull Up

Baseball

FEATURES \$7.50 Youth
 \$7.50 Adult

- 100% polyester, abrasion resistant fabric
- Traditional pull-up pant with elasticized leg openings
- 2" waistband with drawcord and mock-fly front
- Reinforced double knee
- Reinforced, cover-stitched seams
- Single welt back pocket



black



grey



white



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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6269343393

BP4 MVP Classic Baseball Pant

Baseball

FEATURES \$11.00 Youth
 \$11.00 Adult

- Classic 100% polyester, abrasion resistant 12.5 oz. fabric
- Traditional, ankle length pant finished with elastic leg openings
- Five pro-style tunnel belt loops
- Reinforced double knee
- One inset back pockets



black



grey



white



RFP No. 25-001



TRIANGLE SPORTS INC

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6269343393

A060 Brute Belt

Baseball

FEATURES \$4.99 Youth
 \$4.99 Adult

- Genuine bonded leather tab
- Brute strength reinforced rivet buckle
- Adult adjusts from 24" to 48"
- Youth adjusts from 18" to 34"
- Includes 1 year warranty



RFP No. 25-001



TRIANGLE SPORTS INC

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6269343393

AS5 Featherweight Sock

Baseball

FEATURES \$3.50 Youth
 \$3.50 Adult

- 88% nylon/12% elastane
- 50% lighter than traditional tube socks
- Tube style sock is ideal for any sport



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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6269343393

MLB-350 MLB Team Cap

Baseball

FEATURES \$12.00 Youth
 \$12.00 Adult

- Slight Pre-Curved Visor
- Hook/Loop Tape Closure
- Mid to Low Crown (C)
- Structured
- Solid Back
- Polyester
- Available For All Teams



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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6269343393

JBS8 Juice Full Button Sleeveless Jersey

Softball

FEATURES \$36.00 Youth
 \$38.00 Adult

- 6-button jersey with space for decoration
- Sleeveless, double needle hem
- Curved shirt-tail bottom, serged edge
- Fit Item: BS16-BS16Y (Pin)
- Fit: Loose



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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sports.com
6269343393

TSBSJ001 Triangle Sports Two Button Jersey

Softball

FEATURES

\$14.00 Youth
\$15.00 Adult

- Polyester
- Custom Colors



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
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6269343393

BST21 Star Ladies V-Neck T-Shirt

Softball

FEATURES \$9.99 Youth
 \$9.99 Adult

- Impact 85, premium weight 100% polyester interlock jersey
- Self-material overlap V-neck with back neck tape
- Set-in cap sleeves, double needle hem
- Athletic cut and grade
- DRI-GEAR® technology



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

TSBSJ001 Triangle Sports Sleeveless Two Button Jersey Softball

FEATURES

\$12.00 Youth
\$12.00 Adult

- Polyester
- Custom Colors



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle
sports.com
6269343393

BP11 Women's Traditional Low-Rise Belt Loop Pant

Softball

FEATURES \$13.00 Youth
 \$14.00 Adult

- Tek-knit 100% polyester, 14 oz. pro-weight fabric with 4-way stretch
- Traditional low-rise pant with tapered leg and elastic leg openings
- Reinforced double-ply knees
- 2.5" knit waistband with super-grip gel strips keeps jersey tucked
- Seven pro-style tunnel belt loops
- Two inset back pockets



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

BASEP001 Triangle Sports Pull Up Pants

Softball

FEATURES

\$9.50 Youth
\$9.50 Adult

- Polyester
- Custom Colors
- Drawstring



Black



Silver



RFP No. 25-001

805 Augusta Practice Shorts

Softball

FEATURES **\$9.99 Youth**
 \$9.99 Adult

- 100% polyester wicking mesh
- Wicks moisture
- Tag-free label
- Covered elastic waistband with inside drawcord
- Full-cut
- 7-inch inseam
- Youth inseam graded



Red



Forrest



Navy



Royal



Black



302C Pacific Headwear Hat

Softball

FEATURES

\$6.99 Youth
\$6.99 Adult

- Poly/cotton blend
- Mid-profile
- Pro-model
- Green undervisor
- Contrast eyelets on combo colors
- Pro-stitched finish
- Contrast button on combo colors
- Hook-and-loop adjustable

				
White	Gold	Orange	Kelly	Forrest
				
Red	Maroon	Purple	Graphite	Royal
				
Navy	Black	Lt Blue	Silver Black	Silver
				
Silver Red	Teal Black	Silver Navy	White Royal	White Navy
				
White Black	White Forrest	Royal Gold	Royal Red	Navy Gold
				
Navy Red	Maroon Gold	Red Navy	Red Black	Black Gold
				
Black Orange	Black Red	Black Royal	Forrest Gold	Silver Forrest
				
Black Purple	Silver Royal	Purple Gold	Purple Black	Cardinal
				
	Kelly Gold			



3001 Decky Visor

Softball

FEATURES

\$7.00 Youth
\$7.00 Adult

- Fabric: 100% Brushed Cotton
- Closure: Hook & Loop
- Fit: One Size Fits Most
- Panels: 3
- Crown: Mid; Structured
- Visor: Curved
- Made in Bangladesh





TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
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6269343393

AS2 Multi-Sport Sock

Softball

FEATURES

\$3.50 Youth
\$3.50 Adult

- 96% polyester, 3% rubber, 1% spandex
- Tube style sock is ideal for any sport
- Over-the-calf cut



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle
sports.com
6269343393

BST99 Vision T-Shirt Jersey

Flag Football

FEATURES \$7.50 Youth
\$7.50 Adult

- Com-V-Tek, lightweight 100% polyester interlock fabric with high count yarn
- Self-material crew neck
- 1/4 length set-in sleeve, double needle hemmed
- Straight bottom, double needle hemmed
- DRI-GEAR® technology



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle
sports.com
6269343393

BST99LS Vision Long Sleeve T-Shirt

Flag Football

FEATURES \$8.50 Youth
 \$8.50 Adult

- Com V-Tek, 100% polyester lightweight fabric
- Self-material crew neck
- Set-in long sleeves, double needle hem
- Straight bottom, double needle hem
- DRI-GEAR® technology



RFP No. 25-001



TRIANGLE SPORTS INC

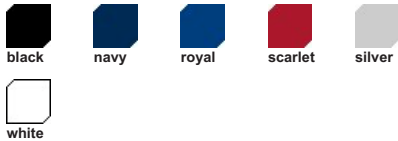
209 S 9th Ave
michael@triangle
sports.com
6269343393

FP12 Touchback Football Pant

Flag Football

FEATURES \$11.50 Youth
 \$11.50 Adult

- 100% polyester Dyno-Stretch double knit fabric
- 2 1/2" elastic waistband
- No-show belt system with ten slots for the belt on the inside of the waistband
- No-fly duke crotch gusset
- 1/2" elastic in leg opening
- Zig-zag sewn, envelope style thigh and knee pockets
- Cover stitched for optimum durability
- Pads not included



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle
sports.com
6269343393

BBS44 Vision Short

Flag Football

FEATURES \$7.50 Youth
 \$7.50 Adult

- Com-V-Tek, lightweight 100% polyester interlock fabric
- 1 1/2" covered elastic waistband with drawcord
- Double needle hemmed leg openings
- 9" adult inseam, 5" women's & girls inseam, 7" youth inseam



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

BASKJ001 Triangle Sports Jersey With Panel

Basketball

FEATURES

\$14.00 Youth
\$14.00 Adult

- Polyester
- Custom Colors
- Reversible

				
Orange	Vegas	Maroon	Gold	Yellow
				
Slate	Lt Blue	Teal	Navy	Texas
				
Black	Purple	White	Silver	Neon Green
				
Burgundy	Cardinal	Hot Pink	Lt Pink	Kelly
				
Forrest	Charcoal	Royal	Red	Neon Yellow



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

N3408 Hooded Short Sleeve Performance Shirt

Basketball

FEATURES

\$9.99 Youth
\$9.99 Adult

- Superior moisture wicking for peak performance
- Ultra-tight knit for better opacity and printability
- Stain release and odor resistant for easy care
- Fade and snag resistant for durability
- 44+ UPF for UV sun protection



White



Black



Orange



Forrest



Gold



Charcoal



Lt Blue



Lt Yellow



Maroon



Navy



Pastel
Blue



Pastel
Mint



Purple



Royal



Safety
Orange



Safety
Yellow



Sand



Red



Silver



Light
Lime



Melon



Safety
Green



Salmon



Sky
Blue



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

BASKS001 Triangle Sports Shorts

Basketball

FEATURES

\$7.00 Youth
\$7.00 Adult

- Polyester
- Custom Colors



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

SOCCJ001 Triangle Sports Fly Jersey

Soccer

FEATURES

\$11.50 Youth
\$11.50 Adult

- Polyester
- Custom Colors

				
Orange	Vegas	Maroon	Gold	Yellow
				
Slate	Lt Blue	Teal	Navy	Texas
				
Black	Purple	White	Silver	Neon Green
				
Burgundy	Cardinal	Hot Pink	Lt Pink	Kelly
				
Forrest	Charcoal	Royal	Red	Neon Yellow



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

SOCCS001 Triangle Sports Shorts

Soccer

FEATURES

\$7.50 Youth
\$7.50 Adult

- Polyester
- Custom Colors

				
Orange	Vegas	Maroon	Gold	Yellow
				
Slate	Lt Blue	Teal	Navy	Texas
				
Black	Purple	White	Silver	Neon Green
				
Burgundy	Cardinal	Hot Pink	Lt Pink	Kelly
				
Forrest	Charcoal	Royal	Red	Neon Yellow



RFP No. 25-001

A119-A121 D3 Molded High Impact Shin Guard

FEATURES

\$6.00 Youth
\$6.00 Adult

- High-impact shell provides protection
- Shock-absorbing foam lining
- Adjustable strap with hook and loop fastener



AS5 Featherweight Sock

Soccer

FEATURES \$3.99 Youth
 \$3.99 Adult

- 88% nylon/12% elastane
- 50% lighter than traditional tube socks
- Tube style sock is ideal for any sport



N2009 A4 Pacer Jersey

Track

FEATURES

\$9.50 Youth

\$9.50 Adult

- 100% Polyester interlock fabric
- Dual side inserts for breathability
- Reinforced shoulder seams
- Moisture wicking to keep athletes cool
- Stain release and odor resistant for easy care
- Double needle cover stitch hem for durability



Black
White



Gold
White



Graphite
White



Lt Blue
White



Navy
White



Royal
White



Red
White



Silver
White





TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

N5344 A4 Shorts

Track

FEATURES **\$9.50 Youth**
 \$9.50 Adult

- 100% Woven Polyester, 2.4 ounces per square yard
- 1 1/2" Covered elastic with draw cord
- Moisture Wicking, Odor Resistant, Stain Release
- 4" Inseam with liner brief
- ColorBlack



Black
White



Royal
White



Graphite
White



Silver
White



Navy
White



Red
White



RFP No. 25-001



TRIANGLE SPORTS INC

209 S 9th Ave
michael@triangle-
sports.com
6269343393

S8002 A4 Socks

Track

FEATURES

\$3.50 Youth
\$3.50 Adult

- 63% Polyester / 25% Polypropylene / 10% Spandex / 2% Rubber
- Air vents for comfort & breathability
- Moisture wicking fabric
- Arch support
- Sold as pair



Black



White



RFP No. 25-001



Triangle Sports Inc.

**209 S Ninth Ave
La Puente CA, 91746
626-934-3393**



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Toni Carter, Housing Specialist CMO Housing & Neighborhood

Subject: CONSIDER AWARDDING A FIVE-YEAR CONTRACT SERVICE AGREEMENT WITH BARR & CLARK, INC. TO PROVIDE ENVIRONMENTAL TESTING FOR HOUSING DIVISION REHABILITATION PROGRAMS (CITY COUNCIL)

I. SUMMARY

On October 31, 2024, a Request for Proposals (RFP) 25-008 was issued through Planet Bids, inviting qualified risk assessment firms to submit proposals to perform lead-based paint (LBP) and asbestos testing, risk assessments and clearance inspections and reports for the City's residential rehabilitation program.

The requested services will be conducted in accordance with the Federal regulations (24 CFR Part 35, and Chapter 7 (revised) of U.S. Department of Housing and Urban Development (HUD), "HUD Guidelines for Lead-Based Paint Inspections", and the Environmental Protection Agency (EPA) "Guidelines for Controlling Asbestos-Containing Materials in Buildings", or as amended during the term of the agreement.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a contract with Barr & Clark, Inc. for a three (3) year term in an amount not to exceed \$30,000, with the option for two (2) additional one-year terms, for a maximum of five (5) years.
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, subject to and consistent with the requirements for the City's Purchasing Ordinance.

IV. BACKGROUND

Inspection for lead-based paint hazards, asbestos and radon gas hazards are an essential component of the City of Carson's rehabilitation programs including the Neighborhood Pride Program (NPP) and Permanent Local Housing Allocation (PLHA). Such inspection and abatement is required in the rehabilitation of all structures built before 1978 where such rehabilitation is performed using Community Development Block Grant (CDBG) funds, under the provisions of Section 24 of the Code of Federal Regulations (CFR), Part 35, Chapter 7. Enforcement of the provision of 24 CFR 35 has become an area of emphasis in recent years for the U. S. Department of Housing and Urban Development (HUD).

The scope of services to be performed under this agreement is summarized as follows:

Lead-Based paint

Conduct lead hazard inspection/evaluation. During the evaluation, consultant shall determine whether lead-based paint exist in the unit and where.

1. Conduct testing of all surfaces to be disturbed during the rehabilitation process. A certified lead-based paint inspector or risk assessor must conduct the testing
2. Provide the city with a report indicating the findings of the testing.
3. For rehabilitation work in excess of \$5,000, a certified risk assessor must conduct and prepare a risk assessment of the entire unit.
4. Conduct final clearance inspection to ensure the dwelling is safe for occupants. Final clearance shall ensure that all of the following have been completed.
 1. All hazard reduction work covered in the work specifications is completed.
 2. All areas where paint has stabilized have been repainted with primer and finish coats of paint.
 3. All causes of deteriorated paint have been repaired.
 4. Encapsulates have been applied according to manufacturer's recommendations.

Asbestos

1. Conduct inspections of each dwelling unit to identify and assess the presence of accessible asbestos containing construction materials at each dwelling unit.
2. Visually inspect suspect materials to assess their conditions.
3. Collect physical bulk samples of suspect materials from representative locations within the dwelling unit and submit such samples to an independent laboratory for analysis.
4. Based on the results of the laboratory analysis of the suspected asbestos containing materials, prepare recommendations for the stabilization or abatement, as applicable , of the hazardous asbestos related conditions.
5. Oversee the stabilization or abatement, as applicable of the hazardous asbestos related conditions
6. Conduct asbestos containing materials clearance inspection after all asbestos-related activities have been completed. After the dwelling unit passes all air clearance testing, issue asbestos abatement clearance to reoccupy the abated areas.

Radon Gas

1. Conduct inspections of each dwelling unit to identify and test for Radon gas in accordance with Federal, State and Local regulations.
2. The testing will consist of placing short-term radon detector(s) at the property in an effort to measure radon gas constructions at the site.
3. Canisters will be collected after 48 hours hours from the time they are setup and shipped to NEHA-NRPP certified lab.
4. A complete report with the testing results will be prepared by a NEHA-NRPP Certified Residential Measurement Provider.

V. FISCAL IMPACT

Funds for this proposed contract are included in the 2024-2025 Annual Action Plan budget under Rehabilitation activities. Funds will be expended from CDBG Account 215-50-720-964-6062.

VI. EXHIBITS

1. Draft Contract Barr & Clark
2. Barr & Clark cost proposal

Attachments

[Barr and Clark Contract.pdf](#)

[Barr Clark - RFP 25-008 Cost proposal.pdf](#)

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

BARR & CLARK, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
BARR & CLARK, 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 BARR & CLARK, 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 Thirty Thousand Dollars and Zero Cents. Dollars (\$30,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by \$10,000.00 for each Extension Term.

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) year 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:

<u>Matthew Crochet</u>	<u>President/CEO & Project Manager</u>
(Name)	(Title)

<u>Jeremy Nguyen</u>	<u>Senior Project Director</u>
(Name)	(Title)
<u>Dana Williams</u>	<u>Senior Project Director</u>
(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 Michael George, Assistant to the City 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 attorney's 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
[vas; rjl]

CONSULTANT:

Barr & Clark, Inc. a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 16531 Bolsa Chica, Suite 205
Huntington Beach, CA 92649

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services, following City staff approval of a homeowner’s application for rehabilitation assistance and upon City’s request:

- A. Lead-Based Paint Services:** The Consultant shall provide all necessary staffing and resources to conduct lead-based paint inspection and risk assessment services for each dwelling unit involved in the City’s housing rehabilitation programs. All personnel will be experienced and will have completed an EPA formatted course through a CDPH/DHS accredited training provider. All inspection personnel are CDPH/DHS certified. The properties consist of typical single family residences located throughout the City of Carson. These services will employ the latest technologies and be conducted by trained professionals, including:

Lead-Based Paint (LBP) Inspection/Testing

1. Initial Inspection: Conduct a thorough lead hazard inspection and evaluation of each dwelling unit within the programs. The Consultant will identify the presence and locations of lead-based paint hazards in compliance with 24 CFR 35.930. (Title X), California Title 17 Regulations, and applicable HUD Guidelines.
 - (a) Perform a comprehensive LBP Inspection (via XRF) within all accessible interior and exterior areas. The method of testing will be X-ray fluorescence which is non-destructive. All testing will be patterned after the HUD Guidelines (2012 revision).
2. Paint Testing and Reporting: Perform paint testing on all surfaces to be disturbed during the rehabilitation process, conducted by a certified lead-based paint inspector or risk assessor using XRF methodology. The Consultant will collect dust and soil samples for lead-content analysis, submitting them to a local laboratory accredited by the American Industrial Hygiene Association (AIHA); the National Institute of Standards and Technology (NVLAP); and the California Department of Health Services Environmental Laboratory Accreditation Program (ELAP). A comprehensive report detailing findings will be provided to the City.
3. Risk Assessment: For rehabilitation projects exceeding \$5,000, conduct a complete risk assessment of the dwelling unit, performed by a certified risk assessor.
4. Stabilization/Abatement Specifications: Prepare lead-based abatement specifications based on the inspection and testing results, along with the planned scope of work for the rehabilitation and project.

Lead-Based Paint (LBP) Clearance Testing

1. Clearance Inspection: Conduct a final clearance inspection to ensure the dwelling is safe for occupants and issue an abatement certification to the City in accordance with 24 CFR 35.930 (Title X) and HUD Guidelines. Final clearance will confirm that:
 - (a) All hazard reduction work specified has been completed.
 - (b) All stabilized areas have been properly repainted with primer and finish coats.
 - (c) All causes of deteriorated paint have been repaired.
 - (d) Encapsulants have been applied per manufacturer recommendations.
 - (e) Friction and impact surfaces have been treated.
 - (f) Surfaces that collect lead dust have been thoroughly cleaned.
2. Perform a visual LBP clearance after all lead-related construction activities are completed and properly cleaned (HEPA/TSP/HEPA).
3. If the visual inspection is satisfactory, Consultant will take dust wipe and/or soil samples in appropriate areas and analyzed for residual lead dust at an NVLAP approved laboratory.

- B. Asbestos Services:** The Consultant shall provide staffing and resources, including, but not limited to labor, material, and equipment, to perform asbestos inspection and risk assessment services for each dwelling unit involved in the City's housing rehabilitation programs. All personnel will be experienced and will have completed an EPA formatted course through a CDPH/DHS accredited training provider. All inspection personnel are CDPH/DHS certified. The properties consists of typical single family residences located throughout the City of Carson. These services will utilize the latest technologies and be conducted by trained professional, including:

Asbestos Inspection/Testing

1. Initial Inspection: Conduct inspections of each dwelling unit to identify and assess accessible asbestos-containing materials. This will include visual inspections of suspect materials to evaluate their condition, adhering to all applicable regulations (local, state, and federal), including EPA; HUD; Department of Health Services (DHS); National Emission Standards for Hazardous Air Pollutants (NESHAP); Cal/OSHA, South Coast Air Quality Management District (South Coast AQMD); Clean Air Act (CAA); Toxic

Substances Control Act (TSCA); and Occupational Safety and Health Administration (OPSHA).

2. Sample Testing: Collect physical bulk samples of suspect materials from representative locations and submit them to an independent laboratory for analysis. All samples will be analyzed by LA Testing, accredited by the AIHA, NVLAP, and the California Department of Health Services (ELAP).
3. Stabilization/Abatement Specifications: Based on laboratory analysis results and the planned scope of work, prepare recommendations/specifications for stabilization or abatement of identified asbestos-containing materials.
4. Oversight: Oversee the stabilization or abatement of hazardous asbestos-related conditions. The Consultant will subcontract with a licensed abatement firm and provide oversight during the abatement process.

Asbestos Clearance Testing

1. Clearance Inspection: Conduct a clearance inspection for asbestos-containing materials following the completion of all abatement activities. Upon successful clearance testing, issue an asbestos abatement clearance certificate to allow re-occupancy of the affected areas. The asbestos abatement clearance shall include:
 - (a) Visual and/or air sampling (regular PCM) in areas within and surrounding the affected abatement areas.
 - (b) If required, air sampling and analysis by NIOSH method 7400 for asbestos samples.
 - (c) Company's lab shall maintain participation in the Proficiency Analytic Testing (PAT) program for air sample quality control under EPA.
 - (d) Microscopists for air samples assigned to this work shall be participants in the intra-laboratory PAT program quality control procedures.

- C. **Radon Testing**: The Consultant shall provide staffing and resources, including, but not limited to labor, material, and equipment, to perform radon testing for each dwelling unit involved in the City's housing rehabilitation programs. Consultant will adequately staff fully qualified technicians to perform all tasks described below in accordance with Federal, State, and Local regulations. The properties consists of typical single family residences located throughout the City of Carson. These services will utilize the latest technologies and be conducted by trained professional. Short-Term testing to be screened utilizing Aircheck passive radon

devices to determine whether or not Radon Gas is present at the property. The radon testing shall include:

1. The testing will consist of placing short-term radon detector(s) at the property in an effort to measure radon gas concentrations at the site.
2. Canisters will be collected after 48 hours from the time they are setup and shipped to NEHA-NRPP certified lab.
3. A complete report with the testing results will be prepared by a NEHA-NRPP Certified Residential Measurement Provider.

D. Limited Mold Investigation: The Consultant shall provide staffing and resources, including, but not limited to labor, material, and equipment, to perform mold testing for each dwelling unit involved in the City's housing rehabilitation programs. Consultant will adequately staff fully qualified technicians to perform all tasks described below in accordance with Federal, State, and Local regulations. The properties consists of typical single family residences located throughout the City of Carson. These services will utilize the latest technologies and be conducted by trained professional. The objective of the preliminary mold investigation will be to survey the visually affected areas of the building and assess the presence of potential mold/fungal contamination.

1. Interview occupant(s) to assess the past history of moisture infiltration problems.
2. Perform visual inspection of the affected areas.
3. Collect up to 2 non-viable air samples from interior survey area of the building. Samples collected will be sent to a qualified laboratory for analysis of air suspended mold spores. One outdoor sample will be collected for a background reference.

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

A. Initial Inspection Reports: Provide the City with a detailed report for each dwelling unit inspected, including results from both lead-based paint and asbestos abatement, laboratory analysis of dust, soil, or physical bulk samples, and any applicable risk assessments. Upon request, exact copies of laboratory analysis results will be provided.

B. Stabilization and Abatement Recommendations: Submit written recommendations for stabilization and abatement regarding both lead-based paint and asbestos.

- C. Clearance Reports:** Deliver Clearance Inspection reports and Stabilization/Abatement Certifications for both lead-based paint and asbestos for each dwelling unit inspected.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

As requested by City's Contract Officer.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.** Matthew Crochet, President/CEO & Project Manager -- Lead, Asbestos, Mold & Environmental Operations
 - B.** Jeremy Nguyen, Senior Director – Lead, Asbestos & Mold Operations
 - C.** Dana Williams, Senior Project Director – Lead, Asbestos & Mold Operations
 - D.** Troy Whitmark, Certified Lead Inspector/Risk Assessor
 - E.** Juan Garcia, Certified Lead Inspector/Risk Assessor
 - F.** Michael Atallah, Senior Project Director – Radon & Phase I Operations
 - G.** Noah Covarrubias, Certified Lead Sampling Technician

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~striketrough~~ and additions shown in ***bold italics***):

I. Section 1.10 (Compliance with Labor and Wage Laws) is hereby added to the Agreement to read in its entirety as follows:

“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 or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.”

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three one~~ (31) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). *The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an “Extension Term”). The pricing to be applied for each Extension Term is the same pricing listed in Exhibit “C.”*”

III. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement 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. Accurate Analytical Testing, LLC, which will provide services for lead related laboratory analysis including dust wipes, soil samples, air samples, drinking water, paint chips and waste characterization;*
- ii. Patriot Environmental Laboratory Services, Inc., which will provide services for asbestos related laboratory analysis including bulk samples and air samples;*
- iii. Eurofins EMLab P&K, which will provide services for mold analysis; and*
- iv. AccuStar Labs, which will provide services for radon related laboratory analysis.*

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.”

EXHIBIT “C”
SCHEDULE OF COMPENSATION

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

A. Lead-Based Paint (LBP) Inspection/Testing:

1. LBP Clearance Inspection/Risk Assessment & Report (typical SFR):
\$750.00 / SFR

B. Lead-Based Paint (LBP) Clearance Testing.

1. LBP Clearance Inspection Site Visit & Report: **\$350.00 / site visit + lab samples**
2. Laboratory Samples: **\$20.00 / sample**

NOTE: Failed clearances are billed additionally at the same rate above.

C. Asbestos Inspection/Testing.

1. Asbestos Inspection & Report (typical SFR): **\$1350.00 / SFR**
2. Asbestos 1000 Point Count Analysis (only if requested by City’s Contract Officer): **\$75.00 /sample**

D. Asbestos Clearance Testing.

1. Asbestos Clearance Inspection Site Visit & Report: **\$575.00 / site visit + lab samples**
2. Laboratory Samples (regular PCM): **\$20.00 / sample**

NOTE: Failed clearances are billed additionally at the same rate above.

E. Radon Testing.

1. Radon Testing Site Visit & Report (*up to 2 cannisters*): **\$750.00 / SFR**

F. Limited Mold Investigation.

1. Limited Mold Inspection Site Visit & Report: **\$575.00 / site visit + lab samples**
2. Laboratory Samples (Air-O-Cell analysis, 2 day TAT): **\$85.00 / sample**

NOTE: Mold clearances at the same rate above. Failed clearances are billed additionally at the same rate above.

Hourly rates typically **do not apply** to any of the above inspections or clearance testing. The above pricing includes all services as described and **does not** require any hourly fees.

- 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 \$30,000.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services within a timely manner as determined by City’s Contract Officer.**
- II. Consultant shall deliver the tangible work products specified in Section II of Exhibit A to the City within a timely manner as determined by City’s Contract Officer.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



Cost Proposal for RFP 25-008

November 21, 2024

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

Re: **Environmental Consulting for-
Various Single Family Residences
Carson, CA**

Dear Sir/Madam:

Barr & Clark Environmental is pleased to make the following cost proposal for consulting work at the above listed property:

Lead-Based Paint (LBP) Inspection/Testing

- The properties consists of typical single family residences located throughout the City of Carson.
- The properties are currently occupied and ***complete access will be provided.*** Access delays may result in an incomplete survey and/or additional costs.
- All personnel will be experienced and will have completed an EPA formatted course through a CDPH/DHS accredited training provider. All inspection personnel are CDPH/DHS certified.
- All services will conform to generally recognized industry practices for LBP related activities.
- For this property, Barr & Clark proposes the following services:
 1. Perform a comprehensive LBP Inspection (via XRF) within all accessible interior and exterior areas. The method of testing will be X-ray fluorescence which is non-destructive. All testing will be patterned after the HUD Guidelines (2012 revision).
 2. Dust and/or soil samples will be taken as needed for lead risk assessment.
 3. A written LBP inspection report will be available within *approximately 4 working days* from the completion of the field inspection.

The cost for the above listed services is as follows:

- **LBP Clearance Inspection/Risk Assessment & Report (typical SFR) \$ 750.00 / SFR**

Lead-Based Paint (LBP) Clearance Testing

- Property description and access requirements are the same as listed above.
- All personnel will be experienced and will have completed an EPA formatted course through a CDPH/DHS accredited training provider. All inspection personnel are CDPH/DHS certified. All services will conform to generally recognized industry practices for LBP related activities.
- For these properties, Barr & Clark proposes the following services:
 - Perform a visual LBP clearance after all lead-related construction activities are completed and properly cleaned (HEPA/TSP/HEPA).



- If the visual inspection is satisfactory, dust wipe and/or soil samples will be taken in appropriate areas and analyzed for residual lead dust at an NVLAP approved laboratory.
- Production and issuance of written clearance report via email.

The cost for the above listed services is as follows:

- **LBP Clearance Inspection Site Visit & Report** \$ 350.00 / site visit + lab samples
- **Laboratory Samples** \$ 20.00 / sample

NOTE: Failed clearances are billed additionally at the same rate above.

Asbestos Inspection/Testing

- Property description and access requirements are the same as listed above.
- Barr & Clark agrees to provide all labor, material, and equipment required to prepare, process and complete this survey.
- The asbestos survey scope of work shall include:
 1. Adequate staffing of fully qualified technicians to perform all tasks described in our scope of work in accordance with Federal, State, and Local regulations.
 2. Visual survey and identification of suspected asbestos containing materials (ACM).
 3. Collection of material samples suspected of containing asbestos. ***Note: Sampling of suspect flooring materials may be limited (unless requested otherwise). Collection of flooring materials will be limited to 15 samples per home. Repairs will not be made to sampling areas. Barr & Clark will minimize damage to sampling areas as much as possible and accepts no liability for damage to the sampled areas.***
 4. ***Sampling of asphalt or concrete is not included in pricing below. However, sampling of asphalt or concrete sampling is available at an additional cost if requested or required.***
 5. Analysis of suspect building materials using Polarized Light Microscopy to determine the presence, type, and percentage of asbestos containing material in a NVLAP accredited laboratory facility.
 6. Production and issuance of written reports.
 7. *The asbestos survey scope of work shall include quantification estimates for asbestos containing materials.*

The cost for the above listed services is as follows:

- **Asbestos Inspection & Report (typical SFR)** \$ 1350.00 / SFR

Additional Services (only if required or requested):

- Asbestos 1000 Point Count Analysis \$75.00 /sample

Asbestos Clearance Testing

- Property description and access requirements are the same as listed above.
- Barr & Clark agrees to provide all labor, material, and equipment required to prepare, process, and complete the clearance inspection.
- The asbestos abatement clearance shall include:



1. Adequate staffing of fully qualified technicians to perform all tasks described in our scope of work in accordance with Federal, State, and Local regulations.
2. Visual and/or air sampling (regular PCM) in areas within and surrounding the affected abatement areas.
3. If required, air sampling and analysis by NIOSH method 7400 for asbestos samples.
4. Company's lab shall maintain participation in the Proficiency Analytic Testing (PAT) program for air sample quality control under EPA.
5. Microscopists for air samples assigned to this work shall be participants in the intra-laboratory PAT program quality control procedures.
6. Production and issuance of written clearance report via email.

The cost for the above listed services is as follows:

- **Asbestos Clearance Inspection Site Visit & Report** \$ 575.00 / site visit + lab samples
- **Laboratory Samples (regular PCM)** \$ 20.00 / sample

NOTE: Failed clearances are billed additionally at the same rate above.

Radon Testing

- Property description and access requirements are the same as listed above.
- Barr & Clark agrees to provide all labor, material, and equipment required to prepare, process, and complete the radon testing.
- The radon testing shall include:
 1. Adequate staffing of fully qualified technicians to perform all tasks described in our scope of work in accordance with Federal, State, and Local regulations.
 2. The testing will consist of placing short-term radon detector(s) at the property in an effort to measure radon gas concentrations at the site.
 3. Canisters will be collected after 48 hours from the time they are setup and shipped to NEHA-NRPP certified lab.
 4. A complete report with the testing results will be prepared by a NEHA-NRPP Certified Residential Measurement Provider.

The cost for the above listed services is as follows:

- **Radon Testing Site Visit & Report (up to 2 cannisters)** \$ 750.00 / SFR

Limited Mold Investigation

- Property description and access requirements are the same as listed above.
- Barr & Clark agrees to provide all labor, material, and equipment required to prepare, process, and complete the limited mold testing.
- The objective of the preliminary mold investigation will be to survey the visually affected areas of the building and assess the presence of potential mold/fungal contamination.
- The preliminary limited mold investigation scope of work shall include:
 1. Interview occupant(s) to assess the past history of moisture infiltration problems.
 2. Perform visual inspection of the affected areas.



3. Collect up to 2 non-viable air samples from interior survey area of the building. Samples collected will be sent to a qualified laboratory for analysis of air suspended mold spores. One outdoor sample will be collected for a background reference.
4. Submit written report of findings and recommendations.

The cost for the above listed services is as follows:

- **Limited Mold Inspection Site Visit & Report** \$ 575.00 / site visit + lab samples
- **Laboratory Samples (Air-O-Cell analysis, 2 day TAT)** \$ 85.00 / sample

NOTE: Mold clearances at the same rate above. Failed clearances are billed additionally at the same rate above.

*Hourly rates typically **do not apply** to any of the above inspections or clearance testing. The above pricing includes all services as described and **does not** require any hourly fees.*

All services shall be payable within 30 days of invoicing. A service charge of 18% APR will be applied to all delinquencies. The signatory further agrees to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due. It is understood that this contract is entered into in Huntington Beach, California and all legal actions by either party in order to enforce any provision thereof should be brought in the Santa Ana, California courthouse. This agreement shall be governed by the laws of the State of California.

List of Similar Projects:

Client Name: Los Angeles County Development Authority (LACDA)

Address: 700 W. Main Street, Alhambra, CA 91801

Contact Name: Humberto Barboza **Contact Email:** Humberto.Barboza@lacda.org

Contact Phone Number: 626-586-1684

Project Description: Lead-Based Paint, Asbestos, Mold & Radon Services - Inspections, Abatement Specifications, Monitoring & Clearance Testing

Project Start Date: 1999 **End Date:** Currently Under Contract

2 Contracts Amount: \$3,350,000/yr + \$350,000/yr

Client Name: City of Pomona

Address: 505 S. Garey Avenue, Pomona, CA 91769

Contact Name: Antoinette Perez **Contact Email:** Antoinette.Perez@pomonaca.gov

Contact Phone Number: 909-620-3630

Project Description: Lead-Based Paint, Asbestos & Radon Testing Services - Inspections, Abatement Specifications, Monitoring & Clearance Testing

Project Start Date: 1995 **End Date:** Currently Under Contract **Amount:** \$100,000/yr



Client Name: City of Buena Park
Address: 6650 Beach Boulevard, Buena Park, CA 90621
Contact Name: John Sottek **Contact Email:** john@housingprograms.com
Contact Phone Number: 714-37-6780
Project Description: Lead-Based Paint & Asbestos Testing Services - Inspections, Abatement Specifications, Monitoring & Clearance Testing
Project Start Date: 1995 **End Date:** Currently Under Contract **Amount:** \$45,000/yr

Client Name: City of Costa Mesa
Address: 77 Fair Drive, Costa Mesa, CA 92628
Contact Name: Amber Miranda **Contact Email:** amber.miranda@costamesaca.gov
Contact Phone Number: 714-754-4870
Project Description: Lead-Based Paint & Asbestos Testing Services - Inspections, Abatement Specifications, Monitoring & Clearance Testing
Project Start Date: 2002 **End Date:** Currently Under Contract **Amount:** \$40,000/yr

Client Name: City of Azusa
Address: 213 East Foothill Blvd., Azusa, CA 91702
Contact Name: Bill Moss **Contact Email:** bnvmoss@yahoo.com
Contact Phone Number: 626-812-5298
Project Description: Lead-Based Paint & Asbestos Testing Services - Inspections, Abatement Specifications, Monitoring & Clearance Testing
Project Start Date: 1996 **End Date:** Currently Under Contract **Amount:** \$35,000/yr

This is a summary of pricing for the proposed work. If you have any questions, please call me on my cell 310.760.2112.

Sincerely,

Matt Crochet



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT 1783, DELFORD AVENUE CULVERT REPLACEMENT (CITY COUNCIL).

I. SUMMARY

Delford Avenue Culvert is a small box culvert which runs through the City easement on two private properties, draining Delford Avenue to 226th Place. City inspections in 2023 noted a collapse of the culvert and damage due to tree root intrusion. As a result, drainage for Delford Avenue was severely limited and Public Works staff requested that the Delford Avenue culvert be reconstructed to restore the original drainage capacity.

On January 9, 2024, the City Council awarded a Construction Contract to HZS Engineering, Inc. for \$267,700 for Project No. 1783: Delford Avenue Culvert Replacement. Project No. 1783 has been completed in accordance with approved plans and specifications. It is requested that the City Council accept the project as complete and authorize staff to file the Notice of Completion with the LA County Recorder's office.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT as complete Project No. 1783: Delford Avenue Culvert Replacement.
2. AUTHORIZE staff to file a Notice of Completion with the LA County Recorder's office.

III. ALTERNATIVES

1. DO NOT ACCEPT the project as complete. However, acceptance of projects as complete and recordation of a Notice of Completion after work completion, under Civil Code section 9204 will shorten the time period during which any contractor will be able to file a lien claim.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Delford Avenue Culvert is a small box culvert which runs through the City easement on two private properties, draining Delford Avenue to 226th Place. The City hired Pipe-Tec Inc. to perform a video inspection in 2023 and the inspections revealed a collapse of the roof of the culvert and damage due to tree root intrusion. Due to the age of the culvert, it appeared that structural integrity was compromised. As a result, drainage for Delford Avenue was severely limited, which caused flooding at the end of the cul-de-sac on Delford Avenue. Public Works staff requested that the Delford Avenue culvert be reconstructed to restore the original drainage capacity.

On January 9, 2024, the City Council awarded a Construction Contract to HZS Engineering, Inc. for \$267,700 for Project No. 1783: Delford Avenue Culvert Replacement. The Project consists of demolition and reconstruction of the 180-foot-long reinforced concrete culvert, which measures approximately 18" by 48" externally, steel reinforcement, reconstruction of two block walls and trellis, expansion of the inlet opening from 24" to 48", and installation of a trash and debris screen to reduce clogging. Project No. 1783 has been completed in accordance with approved plans and specifications and within the original budget.

The construction of Project No. 1783: Delford Avenue Culvert Replacement, has been completed in a satisfactory manner and is fully functional. Staff is requesting the City Council to accept the project as complete and authorize staff to proceed with the filing of the Notice of Completion.

V. FISCAL IMPACT

The contract amount for this project was \$267,700 with a 10% contingency of \$26,770 for a total project amount of \$294,470.00. Total expenditures were \$267,625.67, resulting in a project savings of \$26,844.33. No fiscal impact is associated with the recommended action items.

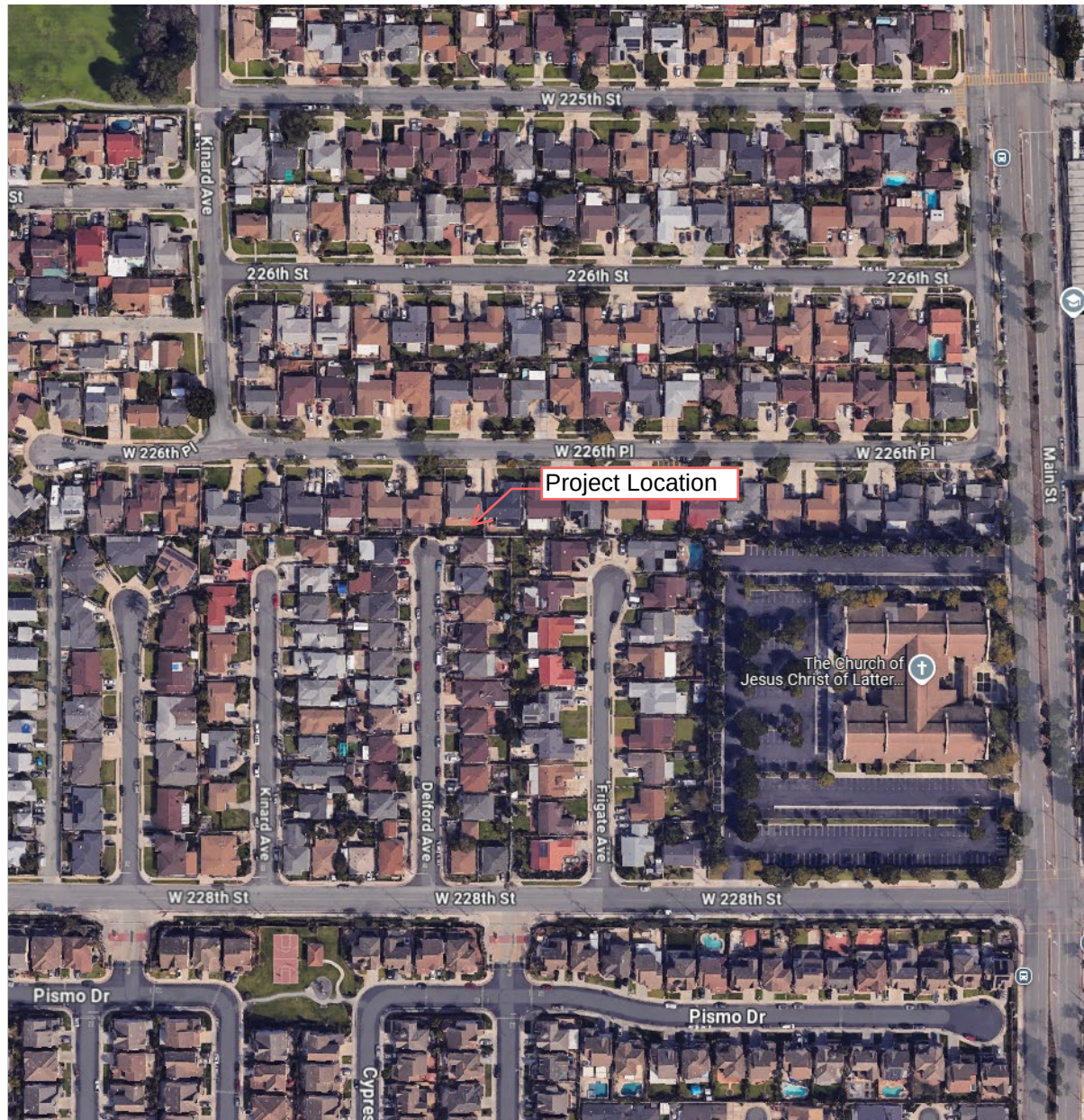
VI. EXHIBITS

1. Project Location
2. Project Completion Photos

Attachments

- [1. Project Location](#)
- [2. Project Completion Photos](#)

PW 1783 – Delford Avenue Culvert Replacement, Project Location



PW 1783 – Delford Avenue Culvert Replacement, Progress and Completion Photos



Reinforcement for culvert cover



Clear passage of culvert



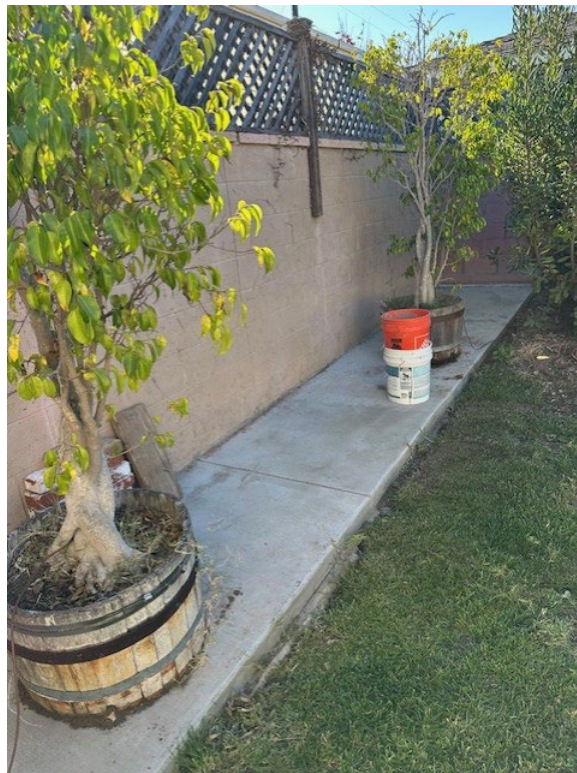
Pouring culvert cover



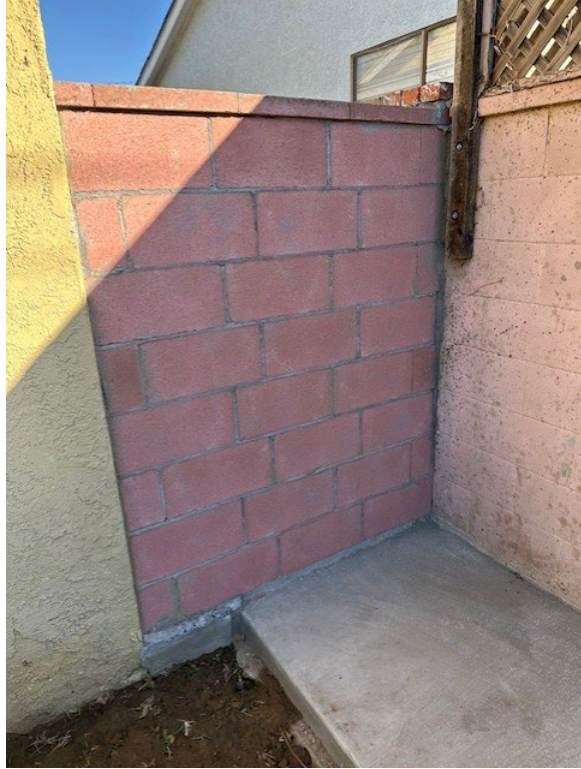
Reconstructed Culvert



Widened inlet



Reconstructed Culvert



New brick wall



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

DISCUSSION 23.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk 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 January 21, 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 2024-2025.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

[Exhibit 1 - Febraury 4, 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; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		<u>Appointed</u>	<u>Term Expires</u>
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
Pandolfo, Katie (JH)		12-06-22	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Watar, Nasser (JD)		12-03-24	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
O'Leary, Danielle (LDH)	Alt. 3	02-06-24	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 Manager x1312
 Support Staff: Jessica Coria, Division Secretary x1823

	<u>Appointed</u>	<u>Term Expires</u>
Vacant (JH)		11-30-26
Swayzer, Ezekiel (LDH)	12-03-24	11-30-26
Hopson, Lillian (LDH)**	12-03-24	11-30-26
Tresvant, Christina (LDH)	12-03-24	11-30-26
Koons, William (JD)	12-03-24	11-30-26
Peralta, Maribel (AR)	01-07-25	11-30-26
Edwards, Lashon (LDH)	12-03-24	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

	<u>Appointed</u>	<u>Term Expires</u>
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
Vacant (LDH) Alt. 3		11-30-26
Vacant (LDH) Youth		11-30-26
Vacant (LDH) Youth		11-30-26

[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

		<u>Appointed</u>	<u>Term Expires</u>
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
Ramos, Oscar (LDH)**		12-03-24	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)	Alt. 2	12-03-24	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, Planning Mgr. x1365; McKina Alexander, Sr. Planner x1326
 Support Staff: Laura Gonzalez, Planning Secretary x1328

		<u>Appointed</u>	<u>Term Expires</u>
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: Margie Revilla-Garcia, Public Information Manager x1741
 Support Staff: Christine Foisia, Senior Clerk x1740

		<u>Appointed</u>	<u>Term Expires</u>
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Gomez, Freddie (LDH)**	Community Representative	12-03-24	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. Denise (JH)	Public Relations Specialist	04-04-23	11-30-26
Guillory, Rachelle (LDH)	Alt. 1	12-03-24	11-30-26
Waddis, Dorcas (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		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

		<u>Appointed</u>	<u>Term Expires</u>
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
Childs, Aisha (LDH)	Alt. 3	12-03-24	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

		<u>Appointed</u>	<u>Term Expires</u>
Baddeley, Kevin (AR)		12-06-22	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
Cottrell, John (LDH)	Alt. 2	12-03-24	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. Svcs. x1780; Dani Cook, Human Svcs. Supv. X04/04/2
 Support Staff: Brenda Reed, Senior Clerk x1775;

		<u>Appointed</u>	<u>Term Expires</u>
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Cole, Daniel (AR)		12-06-22	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
Leverette, Ernestine (LDH)	Alt. 2	12-03-24	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: Kisheem Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

	<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Colson, Lewis (LDH)**		06-06-24	06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-25
Macias, Lea (LDH)		01-07-25	06-30-25
Vacant (LDH)	Alt. 1		06-30-25
Vacant (LDH)	Alt. 2		06-30-25
Vacant (LDH)	Alt. 3		06-30-25

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

		<u>Appointed</u>	<u>Term Expires</u>
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Vacant (AR)			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
Fullbright, Lisa Ratrell (LDH)	Alt. 1	12-03-24	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 City 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

		<u>Appointed</u>	<u>Term Expires</u>
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
Vacant (LDH)	Park owner Alt. [2]		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]	08-08-24	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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

Mayor Davis-Holmes
Councilmember Rojas

Appointed

12-03-24
12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee

Established by Minute Order 04-02-19

Mayor Davis-Holmes
Councilmember Hicks

Appointed

12-03-24
12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee

Established by Minute Order 04-02-19

Councilmember Hicks
Mayor Pro Tempore Hilton

Appointed

06-01-21
06-01-21

[21] Legislative Ad Hoc Committee

Established by Minute Order 02-16-21

Mayor Pro Tempore Dr. Hilton
Councilmember Hicks

Appointed

12-03-24
12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee

Established by Minute Order 01-26-21

Mayor Davis-Holmes
Mayor Pro Tempore Hilton

Appointed

01-26-21
01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee

Established by Minute Order 03-02-21

Mayor Davis-Holmes
Councilmember Hicks

Appointed

03-02-21
03-02-21

[24] Conditional Use Permit Ad Hoc Committee

Established by Minute Order 04-05-22

Mayor Davis-Holmes
Mayor Pro Tempore Hilton

Appointed

04-05-22
04-05-22

[25] <u>Housing Ad Hoc Committee</u> Established by Minute Order 03-16-21 Mayor Pro Tempore Hilton Councilmember Hicks	<u>Appointed</u> 12-03-24 12-03-24
[26] <u>Diversity, Equity and Inclusion Ad Hoc Committee</u> Established by Minute Order 09-07-21 Mayor Pro Tempore Hilton Councilmember Rojas	<u>Appointed</u> 09-07-21 03-01-22
[27] <u>Standard Management Procedures and Special Events Ad Hoc Committee</u> Established by Minute Order 01-04-22 Mayor Davis-Holmes Mayor Pro Tempore Hilton	<u>Appointed</u> 01-04-22 01-04-22
[28] <u>Cell 2 Settlement Ad Hoc Committee</u> Established by Minute Order 02-07-22 (Carson Reclamation Authority) Authority Chair Lula Davis-Holmes Board Member Dianne Thomas	<u>Appointed</u> 02-07-22 02-07-22
[29] <u>School Safety Ad Hoc Committee</u> Established by Minute Order 02-15-22 Mayor Pro Tempore Hilton Councilmember Rojas Captain Jones Norman	<u>Appointed</u> 12-03-24 12-03-24 12-03-24
[30] <u>Carson Finance and Audit Committee</u> Established by Minute Order 06-20-23 Mayor Davis-Holmes Councilmember Rojas	<u>Appointed</u> 06-20-23 06-20-23
[31] <u>Short-Term Rentals Ad Hoc Committee</u> Established by Minute Order 03-02-21 Established by Minute Order 10-03-23 Mayor Davis-Holmes Mayor Pro Tempore Hilton	<u>Appointed</u> 10-03-23 10-03-23
[32] <u>Special Event Ad Hoc Committee</u> Established by Minute Order 06-06-24 Mayor Davis-Holmes Mayor Pro Tempore Dr. Hilton	<u>Appointed</u> 06-06-24 06-06-24
[33] <u>LA '28 Olympics Ad Hoc Committee</u> Established by Minute Order 07-16-24 Mayor Davis-Holmes Mayor Pro Tempore Dr. Hilton	<u>Appointed</u> 07-16-24 07-16-24

[34] Refinery Ad Hoc Committee

Established by Minute Order 12-03-24

Mayor Davis-Holmes
Councilmember Hicks

Appointed

12-03-24

12-03-24

[35] Grocery Store Ad Hoc Committee

Established by Minute Order 06-18-24

Mayor Pro Tempore Hilton Member
Councilmember Hicks Member

Appointed

06-18-24

06-18-24

[36] Gil Smith Memorial Ad Hoc Committee

Established by Minute Order 01-07-25

Mayor Davis-Holmes
Mayor Pro Tempore Dr. Hilton

Appointed

01-07-25

01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

Councilmember Hicks Delegate
Mayor Davis-Holmes Alt.

Appointed

12-03-24

12-03-24

[38] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

Councilmember Hicks Delegate
Councilmember Rojas Alt. 1
Staff Member Reata Kulcsar Alt. 2

Appointed

11-15-22

12-03-24

11-15-22

[39] County of Los Angeles Public Library Commission

Mayor Davis-Holmes Delegate

Appointed

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.

Mayor Davis-Holmes Delegate
Mayor Pro Tempore Hilton Alternate

Appointed

01-26-21

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.

Councilmember Dear	Delegate	<u>Appointed</u> 01-26-21 (effective 01-03-22)	<u>Term Expires</u> 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.

Mayor Davis-Holmes	Delegate	<u>Appointed</u> 01-26-21
Mayor Pro Tempore Hilton	Alt.	01-23-24

[43] League of California Cities

Councilmember Rojas	Delegate	<u>Appointed</u> 03-01-22
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[44] League of California Cities (Los Angeles Co. Division)

Mayor Pro Tempore Hilton	Delegate	<u>Appointed</u> 12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] National League of Cities

Councilmember Hicks	Delegate
Councilmember Rojas	Alt. 1
Mayor Pro Tempore Hilton	Alt. 2

Appointed

01-26-21
12-03-24
12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

Councilmember Hicks	Delegate
Mayor Davis-Holmes	Alt.

Appointed

01-26-21
12-03-24

[47] South Bay Workforce Investment Board

Ted Cordova	Member
Jeffrey Jennison	Member
Janice Jimenez	Member
Tamala Lewis	Member
Tami Lorenzen-Fanselow	Member

Appointed

Term Expires

06-18-24	06-30-28
06-18-24	06-30-28
07-01-21	06-30-25
07-01-19	06-30-23
07-01-19	06-30-23

[48] Southern California Association of Governments (SCAG)

Mayor Pro Tempore Hilton	Delegate
Mayor Davis-Holmes	Alt. 1
Councilmember Rojas	Alt. 2

Appointed

01-26-21
01-26-21
12-03-24

[49] U.S. Conference of Mayors

Mayor Davis-Holmes	Delegate
Councilmember Rojas	Alt. 1
Councilmember Hicks	Alt. 2

Appointed

01-26-21
03-01-22
01-26-21

[50] West Basin Water Association

Mayor Davis-Holmes	Delegate
Councilmember Hicks	Alt.

Appointed

12-03-24
01-26-21



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

ORDINANCE SECOND READING 24.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO

Subject: CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2501, AN ORDINANCE ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES (CITY COUNCIL)

I. SUMMARY

On January 21, 2025, during discussion item no. 28 on the City of Carson City Council agenda, the City Council voted unanimously, 5-0, to introduce Ordinance No. 25-2501 (Exhibit No. 1). It is now requested that the City Council conduct a second reading and adopt Ordinance No. 25-2501.

II. RECOMMENDATION

TAKE the following actions:

1. CONDUCT a second reading, by title only and with full reading waived, and
2. ADOPT Ordinance No. 25-2501, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES."

III. ALTERNATIVES

TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

On January 21, 2025, during discussion item no. 28 on the City of Carson City Council agenda, the City Council voted unanimously, 5-0, to introduce Ordinance No. 25-2501 by title only. The proposed ordinance will add Section 3251.11 to the Carson Municipal Code, authorizing the Public Works Director to designate specific stalls in City-owned offstreet parking facilities exclusively for electric vehicle (EV) charging. This means that only vehicles which are actively charging can park in these designated spaces, and non-electric vehicles will be prohibited from using the designated parking stalls.

The City owns and operates various off-street parking facilities, each with multiple parking spaces. Some of these facilities are currently equipped with, or may be equipped in the future with, electric vehicle charging stations and the necessary infrastructure to support electric vehicles.

California Vehicle Code (CVC) section 22511 authorizes local authorities to “designate” spaces in their offstreet parking facilities for the exclusive purpose of charging and parking an EV that is connected for electric charging purposes. Section 22511(a)(1) reads:

“A local authority, by ordinance or resolution, and a person in lawful possession of an off-street parking facility may designate stalls or spaces in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.”

Designating and enforcing these spaces as exclusively for the parking of electric vehicles that are connected for electric charging purposes is necessary to ensure that the charging stations remain available to be used for charging electric vehicles rather than being obstructed by non-EV's that seek to simply park in the spaces. The proposed ordinance makes clear that the EV's must be actually charging to use the designated spaces, meaning they cannot be left in the designated space once they have completed charging, even if they are still plugged in. The Public Works Director would have discretion to determine what spaces are designated for these purposes, and when.

The proposed ordinance also makes clear that parking time limit restrictions pursuant to CMC Section 3251.6 may be enforced as to the designated spaces in addition to the charging requirements, to prevent a situation where, for example, an EV that takes many hours to charge could be left in a designated space for longer than the maximum parking time limit that the City allows for the space, which is set by indicating the time limit on appropriate signs or markings.

The proposed ordinance will ensure that the designated spaces can be utilized effectively, with flexibility for changes to be made quickly by the authority of the Public Works Director when the need arises, and promotes sustainable and alternative modes of transportation. The initiative aims to manage off-street parking availability in a way that could encourage more people to choose to drive electric vehicles.

Each off-street parking facility with designated spaces must also have a sign that informs users about the rules regarding unauthorized parking of vehicles not connected for electric charging purposes, as specified in the ordinance. The fabrication and installation of these signs will be coordinated with the Public Works Department.

Violations would be punishable by infraction citations as provided in subsection (f) of the proposed new CMC Section 3251.11, and by removal of vehicles as provided in subsection (g) of said Section 3251.11.

V. FISCAL IMPACT

It is estimated that 25 signs and posts will be needed, and the cost to fabricate and install them is approximately \$5,000. Funding is available in account no. 246-80-820-904-6009.

The added authority to cite and tow vehicles that are illegally parked at EV charging-designated spaces is expected to generate additional parking citation revenue for the General Fund. While the exact amount of this revenue is currently unknown, it may increase in the coming years as more EV charging stations are installed citywide.

VI. EXHIBITS

1. Ordinance No. 25-2501

Attachments

[Ordinance No. 25-2501 \(EV Parking\)\(1025225.3\).pdf](#)

ORDINANCE NO. 25-2501

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES

WHEREAS, the City owns and operates various offstreet parking facilities containing parking stalls or spaces that are equipped or may be equipped with electric vehicle charging stations and/or infrastructure; and

WHEREAS, the City Council desires to authorize the Public Works Director to designate parking stalls or spaces within offstreet parking facilities owned and operated by the City for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes, pursuant to Sections 22511 and 22511.1 of the California Vehicle Code. Additionally, the City Council desires to further restrict the parking, stopping or standing of vehicles in the designated parking stalls or spaces in such offstreet parking facilities pursuant to Section 22519 of the California Vehicle Code, insofar as such authority is necessary for the City to prohibit electric vehicles from remaining in such spaces or stalls (whether they are still connected to the charging station or not) after they have completed charging, as is intended by this Ordinance; and

WHEREAS, the electric vehicle parking standards established in this Ordinance are intended to promote sustainable and alternative transportation practices; manage the availability of off-street parking, particularly in areas that will maximize the use of electric vehicles; and thereby improve traffic and parking circulation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by this reference as findings of fact.

SECTION 2. AMENDMENT. Section 3251.11 is hereby added to Part 6 (Parking Regulations) of Chapter 2 (Traffic Regulations) of the Carson Municipal Code, to read in its entirety as follows:

“3251.11 Electric Vehicle Designated Parking Spaces and Restrictions.

(a) Purpose. The purpose of this section is to promote sustainable and alternative transportation practices; manage the availability of off-street parking, particularly in areas that will maximize the use of electric vehicles; and thereby improve traffic and parking circulation.

(b) Designation of Parking Spaces. The Public Works Director, or designee, is authorized in accordance with the purposes of this section to designate stalls or spaces in offstreet parking facilities owned and operated by the City for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.

(c) Posting of Signs. The posting required for a stall or space designated pursuant to subsection (b) of this section shall consist of a sign not less than 17 by 22 inches in size with lettering not less than one inch in height that clearly and conspicuously states the following (with the information referenced in the parentheses to be filled in pursuant to the direction of the Public Works Director, or designee):

“Unauthorized vehicles not connected for electric charging purposes will be towed away at owner’s expense. Towed vehicles may be reclaimed at (address) or by telephoning (telephone number of local law enforcement agency).”

The sign shall be posted in either of the following locations: (A) Immediately adjacent to, and visible from, the stall or space; (B) In a conspicuous place at each entrance to the offstreet parking facility.

(d) Parking Restrictions in Designated Spaces. If a parking stall or space is posted in accordance with subsection (c) of this section, a person shall not park or leave standing a vehicle in the stall or space unless the vehicle is connected for electric charging purposes. A person shall not obstruct, block, or otherwise bar access to parking stalls or spaces so posted except for the purpose of charging and parking a vehicle that is connected for electric charging purposes. For purposes of this section, a vehicle that has completed charging and thereafter remains connected to the charging station in the parking stall or space is not considered “connected for electric charging purposes.”

(e) Time Limits. The restrictions set forth in subsection (d) of this section are in addition to the parking time limit restrictions contained in CMC 3251.6, which may be enforced as to parking stalls or spaces designated pursuant to subsection (b) of this section in accordance with the provisions of CMC 3251.6 irrespective of whether or not a vehicle parked in the stall or space is connected for electric charging purposes or has completed charging when the applicable parking time limit expires.

(f) Parking Citations. Any person who violates subsection (d) of this section is guilty of an infraction as provided in CMC 3204.

(g) Removal. In addition to and without limitation of any other removal authority the City may have under applicable law, pursuant to California Vehicle Code Section 22511(c)(1), any peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the California Penal Code, or any regularly

employed and salaried employee who is engaged in the directing of traffic or enforcing parking laws and regulations of the City, after notifying the Los Angeles County Sheriff's Department, may cause the removal of a vehicle from a parking stall or space posted in accordance with subsection (c) of this section to the nearest garage, as defined in California Vehicle Code Section 340, that is owned, leased or approved for use by a public agency if the vehicle is not connected for electric charging purposes."

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be published and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and ADOPTED by a vote of the City Council at a regular meeting of the City Council on this ____ day of _____, 2025.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, February 4, 2025, 5:00 PM

ORDINANCE SECOND READING 25.

To: Honorable Mayor and City Council

From: Antonio Velasco, Revenue Manager FIN Business License Revenue

Subject: CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2502, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) 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 EXCLUDE BODY SCULPTING FROM DEFINITION OF MASSAGE" (CITY COUNCIL)

I. SUMMARY

On January 21, 2025, under Item No. 29 of the City Council Agenda, the City Council voted 4-0 to introduce Ordinance No. 25-2502. This item transmits a request for the City Council to conduct a Second Reading and adopt Ordinance No. 25-2502.

II. RECOMMENDATION

TAKE the following actions:

1. CONDUCT a Second Reading by title only and with full reading waived, and
2. ADOPT, Ordinance No. 25-2502, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) 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 EXCLUDE BODY SCULPTING FROM DEFINITION OF MASSAGE"

III. ALTERNATIVES

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

IV. BACKGROUND

At the January 21, 2025, Council Meeting, the City of Carson introduced Ordinance 25-2502, amending Section 6300 et seq. of the Carson Municipal Code to provide certain requirements for different types of businesses. Under the current code, body sculpting is classified with massage parlors and requires (massage) technicians to provide a certificate or diploma from a recognized school or institution. The California Massage Therapy Council ("CAMTC") issues massage technician certification under the requirements of California State Law. However, CAMTC does not recognize body sculpting as a form of massage and thus body sculptors will not be able to meet the requirements under Carson Municipal Code. Amending the current business license code will expressly exclude body sculpting from the definition of massage parlors.

V. FISCAL IMPACT

There is no fiscal impact associated with the adoption of this Ordinance.

VI. EXHIBITS

1. Ordinance No. 25-2502 Body Sculpting Ordinance

Attachments

- [1. Ordinance No. 25-2502 Body Sculpting Ordinance.pdf](#)

ORDINANCE NO. 25-2502

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) 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 EXCLUDE BODY SCULPTING FROM DEFINITION OF MESSAGE

WHEREAS, the existing provisions of the City of Carson Municipal Code do not address licensing requirements for body sculpting establishments and moreover, the existing regulations governing massage establishments could be interpreted as being applicable to body sculpting establishments; and

WHEREAS, massage technicians are required to have valid massage certificates issued by the California Massage Therapy Council which does not issue certificates to body sculpting establishments; and

WHEREAS, the City Council now sees fit to adopt this Ordinance for the purpose of expressly clarifying that sculpting businesses are not the same as massage establishments and are therefore, not subject to the same State certification regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by this reference.

SECTION 2. CEQA. This Ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “CEQA Guidelines”), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 3. AMENDMENT. Section 63134 (Massage Parlors), Section 63134.4 (Same – Exception) and Section 63135 (Massage Technicians) of Part 5 (Businesses, Professions, Trades and Occupations Requiring a Permit) of Chapter 3 (Business, Professions, and Trades) of the Carson Municipal Code are hereby amended to read in their entirety as follows:

“63134 Massage Parlors.

Permit Fee \$2,500. In addition to the requirements of CMC 6374, an application for a permit for a massage parlor permit also shall show fingerprints and thumbprints of the applicant, unless specifically waived by the Director of Finance. “Massage parlor” means a place where massages, fomentations, electric or magnetic treatment or alcohol rubs are administered or given. For purpose of this Part, “massage” means any method of pressure on, friction against, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external parts of the human body with the hands or any apparatus with or without such supplementary aids as: liniment; antiseptic; oil; powder; cream; lotion; ointment or other similar preparations. “Massage” shall include, but not be limited to, the following: muscle therapy; facial massage; shiatsu; Turkish baths; acupressure; reflexology; and related actions or services. Notwithstanding the preceding, “massage parlor” shall not include any health, medical or beauty-related establishment that offers massage services that are both (a) incidental to the primary business; (b) administered solely by means of customer-operated equipment in a private cubicle, room or booth on the business premises; and (c) pursuant to a cosmetology license to perform pedicures and foot massages. ***“Massage parlor” also shall not include body sculpting establishments. “Body sculpting” refers to non-invasive cosmetic procedures aimed at enhancing body shape and contour through techniques that may include, but are not limited to, cryolipolysis, radiofrequency, and ultrasound therapy and other similar modalities.***

“63134.4 Same- Exception.

CMC 63134 to 63134.3 do not apply to the following:

- (a) Any treatment administered in good faith in the course of practice of any healing art personally by any person duly certified by and in good standing with the massage therapy organization as set forth in Business and Professions Code Section 4600 et seq.
- (b) Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practice within the scope of their licenses; provided, however, that this provision shall apply solely to the massaging of the neck, face and scalp and, in connection with manicures and pedicures, the hands and feet.
- (c) “Massage businesses” or “establishments” as defined under Section 4612(b)(1) of the California Business and Professions Code, except that such businesses or establishments shall not be exempt from this chapter to the extent Section 4612 permits the regulation of zoning, business licensing, reasonable health and safety requirements of such businesses or establishments by local ordinance.
- (d) Body sculpting establishments permitted under California law engaging in noninvasive practice within the scope of their profession.”***

“63135 Massage Technicians.

Permit Fee \$250.00. As used in this Part “massage technician” means any person, male or female, who administers to another person, for any form of consideration, a massage, alcohol rub, fomentation, bath, electric or magnetic massage procedure, manipulation of the body, or other similar procedure. *“Massage technician” does not include body sculpting specialists.*”

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council on this ____ day of _____, 2025.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney