

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



**WEDNESDAY, MAY 21, 2025
701 East Carson Street
City Hall
5:00 PM**

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

- Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.
- Written: Written comments can be dropped off at the City Clerk’s Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments 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/PUBLIC
FINANCING AUTHORITY WEDNESDAY, MAY 21, 2025**

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR PAUL STAKS FROM GREATER LOVE REFORMED BAPTIST CHURCH
RECOMMENDED ACTION

CLOSED SESSION (Items 2-6)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

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

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

— A closed session will be held, pursuant to Government Code § 54956.9(a), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Watson Land Co. v. City of Carson, Second Appellate District Case No. 337154 & 339922.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

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

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

— A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case(s).

6. 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)

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 7-8)

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

PRESENTATIONS (Items 9-12)

9. UPDATE FROM YOUTH COMMISSION
10. PROCLAMATION RECOGNIZING CINCO DE MAYO
11. PROCLAMATION RECOGNIZING MAY AS MENTAL HEALTH AWARENESS MONTH
12. PROCLAMATION RECOGNIZING PUBLIC WORKS 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 13)

13. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MAY 6, 2025 (REGULAR)

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT (Items 14-28)

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.

14. CONSIDER ADOPTING RESOLUTION NO. 25-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$2,370,681.12, DEMAND CHECK NUMBERS 179018 THROUGH 179135 AND 246 THROUGH 246 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-067, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$2,370,681.12, DEMAND CHECK NUMBERS 179018 THROUGH 179135 AND 246 TO 246 FOR GENERAL DEMAND".

15. CONSIDER ADOPTING RESOLUTION NO. 25-06-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$35,308.00, DEMAND CHECK NUMBERS HA-002047 THROUGH HA-002054 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-06-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$35,308.00, DEMAND CHECK NUMBERS HA-002047 THROUGH HA-002054".

16. CONSIDER ADOPTING RESOLUTION NO. 25-05-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,230.40, DEMAND CHECK NUMBERS SA-001951 THROUGH SA-001957 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-05-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,230.40, DEMAND CHECK NUMBERS SA-001951 THROUGH SA-001957".

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

RECOMMENDED ACTION

— RECEIVE and FILE this report.

18. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD APRIL 1, 2025, THROUGH APRIL 30, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

19. CONSIDER APPROVING A NEW STANDARD MANAGEMENT PROCEDURE NO. 2.35, RELATED TO CITY POLICIES AND PROCEDURES FOR GRANT AWARDS

RECOMMENDED ACTION

- 1. ADOPT the SMP No. 2.35 (attached as Exhibit No. 1).

20. CONSIDER RESOLUTION NO. 25-068 AMENDING RESOLUTION NO. 15-027 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22-237, APPROVING ADJUSTMENTS TO THE SALARIES AND BENEFITS FOR THE CITY CLERK AND THE CITY TREASURER (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-068, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING RESOLUTION NO. 15-027 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22-237, APPROVING ADJUSTMENTS TO THE SALARIES AND BENEFITS FOR THE CITY CLERK AND THE CITY TREASURER".

21. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE ALLIANT INSURANCE SERVICES, INC. CONTRACT (CONTRACT NO. C-22-070) EXERCISING THE FIRST OPTIONAL ONE-YEAR EXTENSION FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Alliant Insurance Services, Inc.
- 2. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

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

RECOMMENDED ACTION

23. CONSIDER RESOLUTION NO. 25-070 APPROVING AN UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME/SEIU) FULL-TIME UNION (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-070, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME/SEIU) FULL-TIME UNION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027.

24. CONSIDER ACCEPTANCE OF THE BJA FISCAL YEAR 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) PROGRAM GRANT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ACCEPT the FY 24 Edward Byrne Memorial Justice Assistance Grant funding in the amount of \$28,424.00.
- 2. ACCEPT the Award Conditions and AUTHORIZE the City Manager to execute the Award Conditions and any related grant documents subject to approval as to form by the City Attorney.

25. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CLIMATEC, LLC SERVICES AGREEMENT (24-109) TO INCREASE CONTRACT SUM FOR ADDITIONAL WORK FOR THE CITY HALL BASEMENT RENOVATION PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 3 to the agreement with Climatec, LLC (Exhibit No. 1; the "Amendment") for an increase to the contract sum from \$378,985.23 to \$438,985.23.
- 2. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

26. CONSIDER AWARDED A THREE-YEAR CONTRACT SERVICES AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

- 1. AWARD a three-year contract to Phoenix Group Information Systems to provide parking and administrative citation processing services to the City of Carson, for the period of July 1, 2025, through June 30, 2028, for a total cost not-to-exceed \$451,233.58, with two one-year options to extend the term.
- 2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

27. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO ALL CITY MANAGEMENT SERVICES, INC., CONTRACT 24-274 FOR TRANSFER OF RESPONSIBILITY OF THE THREE CITY OF CARSON PART-TIME CROSSING GUARDS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to the agreement with All City Management Services, Inc., (Exhibit No. 1) to increase the contract sum from \$1,617,581.00 to \$1,772,351.40.
- 2. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

28. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO.1662: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) IMPROVEMENT PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ACCEPT as complete Project No. 1662: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) IMPROVEMENT PROJECT.
- 2. AUTHORIZE staff to file a Notice of Completion.

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 29)

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

RECOMMENDED ACTION

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

ORDINANCE SECOND READING (Item 30)

30. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2511 FOR FORMAL ADOPTION OF NEW CITY SEAL AND CITY LOGO AND EXPANSION OF REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO

RECOMMENDED ACTION

- 1.CONDUCT a Second reading by title only and with full reading waived, and 2.ADOPT Ordinance No. 25-2511, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 4130.1 (ADOPTION OF CITY SEAL AND LOGO) TO, AND AMENDING SECTION 4131 (USE OF CITY SEAL – RESTRICTIONS), SECTION 4132 (USE OF CITY SEAL – EXCEPTIONS), SECTION 4133 (CITY SEAL – COMMERCIAL USE OF) AND SECTION 4134 (IMITATION OF CITY SEAL PROHIBITED) OF, CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE IV (PUBLIC PEACE) OF THE CARSON MUNICIPAL CODE TO FORMALLY ADOPT NEW CITY SEAL AND CITY LOGO AND EXPAND REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO"

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: May 15, 2025



CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MAY 6, 2025 5:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, MAY 6, 2025

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

ROLL CALL (CITY CLERK)

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 Cedric Hicks, Sr.

Council Member/Agency Member/Authority Board Member Jim Dear

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

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 Josh Boudreaux, Director of Human Resources

FLAG SALUTE

Council Member/Agency Member/Authority Board Member, Dr. Hilton led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR BRUCE DOUGLAS FROM WELLER STREET BAPTIST CHURCH - 5:04 PM

Pastor Bruce Douglas gave the invocation.

CLOSED SESSION (Items 2-3)

Motion to add subsequent Closed Session item Slaughter vs. City of Carson submitted by Cedric Hicks, Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461; Alma Casillas v. City of Carson (WCAB No. ADJ16639552).

ACTION: Did not consider.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

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

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in one potential case.

ACTION: No reportable action was taken.

4A. SUBSEQUENT NEED ITEM - 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 in the pending litigation matter of Slaughter v. City of Carson, Case No. 20STCV35952.

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 Closed Session Items No. 2, 3, and 4. She requested the City Council to add a subsequent need item pursuant to Government Code Section 54956.9(d)(1) to confer with legal counsel in the pending litigation matter of Slaughter v. City of Carson, Case No. 20STCV35952 because they have offered a settlement that has come to her attention after the posting of the agenda that cannot wait until the next agenda. Trial ongoing and need to get direction from the City Council.

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

The meeting was recessed at 5:10 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

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

4A. SUBSEQUENT NEED ITEM - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:43 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. except Mayor Davis-Holmes absent.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes reentered the meeting at 6:44 P.M.)

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

Assistant City Manager, Dr. Lennox gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 7:49 PM

Item No. 5 was heard after Item No. 10.

Captain Norman announced April 2025 was Distracted Driving Awareness Month. Several truck drivers were ticketed. Issued over 300 citations for distracted driving in April 2025. Newly trained motorcycle deputy has completed his training and is now operating. She summarized the recent law enforcement activities, arrests, citations issued, and vehicles towed.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked Captain Norman and her deputies for their outstanding work. He brought to her attention that he would like the speed monitors placed on the thoroughfare near the corner of University Drive and Central Avenue. He mentioned that there were two accidents at that intersection on May 1, 2025. Captain Norman stated she would work with the Public Safety Department regarding the speed monitors and Traffic Deputies for enforcement in that area.

Council Member/Agency Member/Authority Board Member Rojas thanked Captain Norman for the report that she requested regarding traffic collisions resulting in deaths.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked if the City Council can be notified as accidents occur throughout the system. He stated there was a system in place previously. Captain Norman stated that the same system is in place but if there are a lot of cars in the area already on it, incidents may not make contact with her unless criminal in nature, something affecting or harm to the city. Mayor Davis-Holmes asked at what level would they receive reports. Captain Norman responded if major incidents such as assault with a deadly weapon, traffic fatality, and damage to the City.

Council Member/Agency Member/Authority Board Member Dear thanked Captain Norman for her excellent report. He shared that he would like to schedule a meeting with her and the Chief Executive Officer (CEO) of Justice for Murdered Children.

PRESENTATIONS (Items 6-13)

6. PROCLAMATION RECOGNIZING TEACHERS' APPRECIATION WEEK - 6:45 PM

Item No. 6 was heard after Report on Closed Session Actions.

Mayor and City Council acknowledged twenty Teacher of the Year recipients from each of the local schools in the city of Carson. Photos were taken along with the principals of the represented schools.

7. CERTIFICATE OF COMMENDATION TO DEPUTY NICHOLAS MARTINEZ FOR HIS BRAVERY DURING THE JANUARY 2025 FIRES IN THE LOS ANGELES AREA- 7:19 PM

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

Mayor and City Council presented Certificate of Commendation to Deputy Nicholas Martinez who accepted the certificate alongside of Captain Norman.

Captain Norman shared that Deputy Nicholas Martinez and Deputy Quinn Alcon rescued a fire trapped resident who is over 100 years old in the Altadena fire.

8. CERTIFICATE OF RECOGNITION TO VARIOUS CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS TEAMS FOR THEIR ACHIEVEMENTS THIS YEAR- 7:01 PM

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

Mayor and City Council acknowledged and presented a Certificate of Recognition to each member of the men's and women's basketball teams along with their coaches. Photos were taken.

Mayor and City Council also recognized and presented a Certificate of Recognition to each member of the Dance Team and coach for their 2024 National Championship. They also recognized and presented a Certificate of Recognition to each member of the 2025 Hip Hop Division Champions and coaches.

9. CERTIFICATE OF RECOGNITION TO THE UNIVERSITY OF SOUTHERN CALIFORNIA STUDENTS FOR WINNING THE FIRST PLACE PRIZE OF THE SUNSTONE ECONOMIC DEVELOPMENT CHALLENGE ON BEHALF OF THE CITY OF CARSON- 7:23 PM

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

Mayor and City Council presented a Certificate of Recognition to each University of Southern California student for their work and commitment.

10. UPDATE FROM PUBLIC SAFETY COMMISSION- 7:38 PM

Item No. 10 was heard after Item No. 13.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:37 P.M. and reentered the meeting at 7:39 P.M.)

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting at 7:37 P.M. and reentered the meeting at 7:41 P.M.)

Public Safety Commission Chair Louis Joseph Cogut gave an update on the Public Safety Commission alongside his fellow commissioners who were present.

Mayor and City Council thanked Chair Cogut for the report.

11. PROCLAMATION RECOGNIZING SMALL BUSINESS WEEK - 7:26 PM

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

Mayor and City Council recognized and presented a proclamation to Ron Dizon, founder and CEO of Teofilo Coffee Company.

12. PROCLAMATION RECOGNIZING MUNICIPAL CITY CLERKS WEEK - 7:31 PM

Council Member/Agency Member/Authority Board Member, Dr. Hilton read the proclamation and presented to City Clerk, Dr. Khaleah Bradshaw, Chief Deputy City Clerk Kourtney Cullors, Deputy City Clerk Joy Simarago, Executive Assistant Melissa Figueroa, and Senior Clerk Shevae Palmer, who were in attendance for the acknowledgment. Tommi Haywood was not present for the acknowledgment.

13. PROCLAMATION RECOGNIZING MAY AS ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH - 7:33 PM

Council Member/Agency Member/Authority Board Member Rojas read the proclamation, recognized The Philippines and presented the proclamation to the representatives from KNL - Ave Jacinto, Joel Jacinto, and Tinette Sumiller. The Kayamanan Ng Lahi (KNL) translated as treasures of our people.

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

None.

APPROVAL OF MINUTES (Item 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - APRIL 15, 2025 (CITY COUNCIL)- 7:58 PM

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 15-44)

Council Member/Agency Member/Authority Board Member Dear previously requested to remove Item No. 27 for discussion with no objection heard.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Items No. 15 and 41 for discussion.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Jim Dear resulting in 5-0-0-0-0

15. CONSIDER ADOPTING RESOLUTION 25-066 PROCLAIMING MAY AS FIRE PREVENTION MONTH IN THE CITY OF CARSON (CITY COUNCIL)- 8:03 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— ADOPT Resolution 25-066 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING JUNE AS FIRE PREVENTION MONTH AND ESTABLISHING A CITYWIDE FIRE PREVENTION EDUCATION INITIATIVE FOR SCHOOL CHILDREN"

Item No. 15 was heard after approval of the Consent items.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the month should be June as Fire Prevention Month not May.

Assistant City Manager, Dr. Lennox noted the resolution is stated correctly for June.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked for a report. Assistant City Manager, Dr. Lennox gave a report.

Council Member/Agency Member/Authority Board Member Rojas recommended inviting the Los Angeles County Fire Department and local police to share information about fire safety at the next City Council meeting. She also asked for an incentive program for reporting arson or fire related laws.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes recommended adding a \$500 reward for a future agenda item.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. shared that this item is long overdue and is about protecting the homes and the residents.

Motion To Approve submitted by Arleen Bocatija-Rojas seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

16. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO AN AGREEMENT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES ("HDL") TO PROVIDE PROFESSIONAL AUDIT AND ANALYSIS OF THE CITY'S SALES AND USE TAX.- 8:02 PM

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 3 with Hinderliter, De Llamas and Associates to exercise a one-year term extension and increase the contract sum by \$12,168 (Exhibit 1; Hinderliter, De Llamas and Associates Contract Amendment No. 3).
- 2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO AN AGREEMENT WITH HDL COREN AND CONE ("HDL") TO PROVIDE PROFESSIONAL AUDIT AND ANALYSIS OF THE CITY'S PROPERTY TAX.- 8:02 PM

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 2 to Agreement for contract services by and between the City of Carson and HDL Coren & Cone ("HDL") for professional audit and analysis of City's property tax revenues, for an additional \$18,375 and to extend the term by one (1) year (Exhibit 1; HDL Coren & Cone Contract Amendment No. 2).

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

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER ADOPTING RESOLUTION NO. 25-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$9,972,233.48, DEMAND CHECK NUMBERS 244, 178527 THROUGH 179017 (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-061, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$9,972,233.48, DEMAND CHECK NUMBERS 244, 178527 THROUGH 179017."

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER REGARDING SENATE BILL 634, WHICH WOULD RESTRICT THE POWER OF LOCAL GOVERNMENTS BY PROHIBITING REGULATIONS OR POLICY THAT WOULD IMPOSE CRIMINAL OR CIVIL PENALTIES ON A PERSON EXPERIENCING HOMELESSNESS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— TAKE a position of OPPOSITION to Senate Bill 634 and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER REGARDING SENATE BILL 79, WHICH WOULD REQUIRE CITIES TO AUTOMATICALLY APPROVE CERTAIN TRANSIT-ORIENTED DEVELOPMENT UP TO SEVEN STORIES HIGH AND AT A DENSITY OF 120 HOMES PER ACRE (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— TAKE a position of OPPOSITION to Senate Bill 79 and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER TAKING A POSITION OF SUPPORT AND SENDING A CORRESPONDING LETTER REGARDING ASSEMBLY BILL 650, WHICH WOULD SUPPORT THE HOUSING ELEMENT UPDATE PROCESS FOR CITIES (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— TAKE a position of SUPPORT for Assembly Bill 650 and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER REGARDING ASSEMBLY BILL 647, WHICH WOULD REQUIRE CITIES TO MINISTERIALLY APPROVE UP TO 8 UNITS ON ANY LOT ZONED WITHIN A SINGLE FAMILY ZONE (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— TAKE a position of OPPOSITION to Senate Bill 647 and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR CITYWIDE PROFESSIONAL GRANT WRITING SERVICES (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— APPROVE Amendment No. 1 with California Consulting, Inc. to exercise a one-year term extension and increase the contract consideration by \$66,000 (Exhibit 1; the "Amendment").

— 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 AN AGREEMENT WITH KPMG, LLP FOR PROFESSIONAL CONSULTING AND STRATEGIC PLANNING SERVICES IN PREPARATION FOR THE 2028 OLYMPIC AND PARALYMPIC GAMES (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— APPROVE the proposed contract services agreement with KPMG, LLP for strategic planning services in preparation of the 2028 Games, and the role of the City of Carson as a Venue City, for a not-to-exceed contract sum of \$326,750 for a one-year term.

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

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER AMENDMENT NO. 1 TO THE PROJECT LABOR AGREEMENT BETWEEN THE CITY OF CARSON AND THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (CITY COUNCIL)- 5:09 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— 1. Retroactively APPROVE Amendment No. 1 to the Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions effective March 3, 2025, and

— 2. AUTHORIZE the Mayor to execute the same upon approval as to form by the City Attorney.

— 3. DIRECT staff to explore further changes to the Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions.

After announcement of Closed Session items, Council Member/Agency Member/Authority Board Member Dear requested to remove Item No. 27 for discussion with no objection heard.

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

28. CONSIDER RESOLUTION NO. 25-064 AMENDING RESOLUTION NO. 06- 092 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22- 236, APPROVING ADJUSTMENTS TO THE DEFINED CONTRIBUTION RETIREMENT, AND LIFE INSURANCE BENEFITS FOR MAYOR AND CITY COUNCIL MEMBERS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-064, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING RESOLUTION NO. 06-092 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22- 236, APPROVING ADJUSTMENTS TO THE DEFINED CONTRIBUTION RETIREMENT, AND LIFE INSURANCE BENEFITS FOR MAYOR AND CITY COUNCIL MEMBERS"

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER ADOPTING RESOLUTION 25-054 TO RESCIND, REPLACE AND SUPERSEDE RESOLUTION 25-018 REGARDING THE REALLOCATION OF CDBG AND CDBG-CV FUNDS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-054, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TO RESCIND, REPLACE AND SUPERSEDE RESOLUTION 25-018 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RE-ALLOCATING \$552,940.25 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM PROGRAM YEAR 2023-24 TO PROGRAM YEAR 2024-25 AND ALLOCATING THE FUNDS TO THE NEIGHBORHOOD PRIDE PROGRAM; AND RE-ALLOCATING UN-EXPENDED FUNDS OF \$256,826.25 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUND FROM THE PROGRAM YEAR 2019-2020 TO CONTINUE WITH REHABILITATION FOR MOBILE HOME PROJECTS"

ACTION: Item No. 29 was approved on Consent.

30. ANNUAL REPORT - REGISTERED LOBBYISTS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— RECEIVE and FILE.

ACTION: Item No. 30 was approved on Consent.

31. CONSIDER APPROVAL OF CONTRACT SERVICES AGREEMENT WITH KOSMONT FINANCIAL SERVICES (KFS) FOR EIFD AND SPECIAL PROJECTS CONSULTATION SERVICES (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures as defined by the Carson Municipal Code pursuant to the Carson Municipal Code Sections 2611(e) (sole source purchasing);

- 2. APPROVE the proposed Contract Services Agreement with KFS to provide consulting services for EIFD and Special Projects consultation services at a cost not to exceed \$255,000 for a five-year term (Exhibit No. 1; "Agreement"); and,
- 3. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

ACTION: Item No. 31 was approved on Consent.

32. CONSIDER ADOPTING RESOLUTION NO. 25-060 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 THE CONSTRUCTION OF LENARDO DRIVE (PROJECT NO. 1617) TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

- ADOPT Resolution No. 25-060 "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 THE CONSTRUCTION OF LENARDO DRIVE (PROJECT NO. 1617) TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS"

ACTION: Item No. 32 was approved on Consent.

33. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO JOHNSON CONTROLS, INC., CONTRACT (23-083) FOR CONTRACTOR TO PROVIDE A TURNKEY, COMPLETE INSTALLATION OF ADDITIONAL MATERIAL AND LABOR TO EXPAND THE NEW ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEMS PER THE DRAWINGS AND REMODEL OF THE CITY HALL BASEMENT (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 4 to the agreement with Johnson Controls, Inc. (Exhibit No. 1; the "Amendment") to increase the contract sum from \$8,102,322.03 to \$8,246,769.71.
- 2. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

ACTION: Item No. 33 was approved on Consent.

34. CONSIDER APPROVING AN INCREASE IN FUNDING FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY CONTRACT (C-24-261)

BUDGET (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. APPROVE an increase in funds in the amount of \$118,080 to be used toward the LA-RICS contract.

ACTION: Item No. 34 was approved on Consent.

35. WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 25-046, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE PROPOSITION C FUND TO ALLOCATE ADDITIONAL FUNDS FOR THE ANTICIPATED PURCHASES OF TWO SUPPORT VEHICLES AND TRAFFIC CONTROL UPGRADES" (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-046, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING FISCAL YEAR 2024-25 BUDGET IN THE PROPOSITION C FUND TO ALLOCATE ADDITIONAL FUNDS FOR THE ANTICIPATED PURCHASES OF TWO SUPPORT VEHICLES AND TRAFFIC CONTROL UPGRADES"

ACTION: Item No. 35 was approved on Consent.

36. CONSIDER THE APPROVAL OF FOUR (4) JOHN DEERE GATORS AND TWO (2) S20 SWEEPERS FOR THE DEPARTMENT OF COMMUNITY SERVICES/RECREATION/PARK MAINTENANCE (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. APPROVE the purchase of four (4) new John Deere Gators through a purchase agreement with Deere and Company, an authorized Sourcewell vendor, via Contract #031121-DAC for a total not-to-exceed cost of \$80,314.56 (Exhibit 1).

— 2. APPROVE the purchase of two (2) new S20 sweepers through a purchase agreement with Staples Advantage, an authorized Sourcewell vendor, via Contract #082724-SCC for a total not-to-exceed cost of \$130,559.64 (Exhibit 2).

— 3. APPROVE Resolution NO. 25-058 "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL 2024-25 BUDGET IN THE SPECIAL REVENUE FUNDS"

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

ACTION: Item No. 36 was approved on Consent.

37. CONSIDER APPROVING THE PURCHASE OF TWENTY-SIX (26) GRIZZLY ADJUSTABLE BASKETBALL COURT SYSTEMS THROUGH A PURCHASE AGREEMENT WITH BSN SPORTS, LLC, AND A PUBLIC WORKS CONTRACT WITH BSN SPORTS, LLC TO REMOVE AND DISPOSE OF THE OLD SYSTEMS AND INSTALL THE NEW ADJUSTABLE GRIZZLY COURT SYSTEMS AT CARSON, CALAS, DOLPHIN, DOMINGUEZ, HEMINGWAY, VETERANS AND STEVENSON PARKS (CITY COUNCIL).- 8:02 PM

RECOMMENDED ACTION

- 1. APPROVE the Purchase Agreement with BSN Sports, LLC, an authorized dealer, for the purchase of twenty-six (26) Grizzly Adjustable Basketball Court Systems and additional accessories for a total not-to-exceed cost of \$133,864.49 (Exhibit No. 1; "Purchase Agreement"), utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #R201101 for purposes of compliance with the bidding requirements of the purchasing ordinance.
- 2. APPROVE the proposed Public Works Agreement with BSN Sports, LLC, for the removal of the existing basketball court systems and the installation of the new Grizzly adjustable basketball systems for a total not-to-exceed Contract Sum of \$74,995.00 (Exhibit No. 2; "Public Works Agreement").
- 3. AUTHORIZE Mayor to execute the Purchase Agreement and the Public Works Agreement, following approval as to form by the City Attorney.

ACTION: Item No. 37 was approved on Consent.

38. CONSIDER ACCEPTING A GRANT AND APPROVING A GRANT AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION THAT WILL PROVIDE \$42,150 IN FUNDING AND ADDITIONAL IN-KIND CONTRIBUTIONS IN SUPPORT OF SUMMER BASEBALL AND SOFTBALL LEAGUES, AND ADOPTING RESOLUTION NO. 25-057, AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO ACCEPT A 2025 DODGERS DREAMTEAM GRANT- 8:02 PM

RECOMMENDED ACTION

- 1. ACCEPT the 2025 Dodgers Dreamteam grant that will provide \$42,150 in funding and in-kind services to the City of Carson;
- 2. WAIVE further reading and ADOPT Resolution No. 25-057, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO FORMALLY ACCEPT A 2025 DODGERS DREAMTEAM GRANT";
- 3. APPROVE the Grant Agreement (Exhibit No. 3); and

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

ACTION: Item No. 38 was approved on Consent.

39. CONSIDER APPROVAL OF PURCHASE AGREEMENT WITH WHITE CAP, L.P. FOR THE PURCHASE OF A ONE YARD TOWABLE CONCRETE MIXING TRAILER, FOR THE DEPARTMENT OF PUBLIC WORKS/OPERATIONS & MAINTENANCE DIVISION (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. APPROVE the Purchase Agreement with White Cap, L.P. and issue a Purchase Order in the amount of \$57,023.20 for the purchase of a One Yard Towable Concrete Mixing Trailer through Sourcewell Contract #091422-WCP (Exhibit No. 2).

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

ACTION: Item No. 39 was approved on Consent.

40. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO EXTEND THE TERM OF THE CONTRACT SERVICES AGREEMENT WITH SOUTHERN COUNTIES OIL CO. DBA SC FUELS FOR BULK PURCHASING OF GASOLINE AND DIESEL FUEL FOR ONE YEAR AT A NOT-TO-EXCEED COST OF \$345,000 (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 to the Agreement with SC Fuels (Exhibit 4; the "Draft Amendment"); and

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

ACTION: Item No. 40 was approved on Consent.

41. CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1667: UPGRADE EXISTING TRAFFIC SIGNAL - AVALON BOULEVARD AT GARDENA BOULEVARD AND ADOPT RESOLUTION NO. 25-051, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)- 8:15 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

- 1. APPROVE a Construction Contract for Project No. 1667: Upgrade Existing Traffic Signal – Avalon Boulevard at Gardena Boulevard in the amount of \$787,887.00 to the lowest responsible bidder, Select Electric, Inc.
- 2. AUTHORIZE the Mayor to execute a construction contract following approval as to form by the City Attorney.
- 3. ADOPT Resolution 25-051, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS"

Item No. 41 was heard after Item No. 15.

Director, Dr. Rodgers, Jr. gave a report.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Jim Dear resulting in 5-0-0-0-0

42. CONSIDERATION OF RESOLUTION NO. 25-052, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS FOR PROJECT NO. 1786 CITY HALL BATHROOMS AND KITCHENETTE RENOVATIONS- 8:02 PM

RECOMMENDED ACTION

- 1. ADOPT Resolution No. 25-052 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to increase project PW1786 budget authority by \$450,000.00. (EXHIBIT NO. 1).

ACTION: Item No. 42 was approved on Consent.

43. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH TAIT & ASSOCIATES, INC TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 8:02 PM

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Tait & Associates for on-call professional engineering services increasing the contract sum by \$350,000 for a total contract sum of \$1,250,000.00
- 2. AUTHORIZE the Mayor to execute Amendment No. 1 with Tait & Associates following approval as to form by the City Attorney.

ACTION: Item No. 43 was approved on Consent.

44. CONSIDER APPROVING AMENDMENT NO.4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH RKA CONSULTING GROUP FOR DESIGN SERVICES FOR PROJECT 675 SEPULVEDA BRIDGE WIDENING PROJECT (CITY COUNCIL).- 8:02 PM

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 4 to the Professional Services Agreement with RKA Corporation for additional design services in the amount of \$57,500 for Project 675: Sepulveda Bridge Widening Project, thereby increasing the total not-to-exceed contract sum to \$934,938.
- 2. AUTHORIZE the Mayor to execute the contract amendment, following approval as to form by the City Attorney.

ACTION: Item No. 44 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 45)

45. CONTINUANCE OF PUBLIC HEARING ON THE 2025-2029 HOUSING AND URBAN DEVELOPMENT (HUD) FIVE-YEAR CONSOLIDATED PLAN, 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP)- 8:18 PM

RECOMMENDED ACTION

- 1. OPEN the public hearing, TAKE public testimony, and CLOSE the public hearing.
- 2. ALLOCATE CDBG funding for FY 2025/26 (Planning Year 2025).
- 3. AUTHORIZE the Mayor to execute agreements with the public service providers as designated by City Council following negotiation and approval as to form by the City Attorney.
- 4. APPROVE the proposed FY 2025/26 (PY2025) CDBG budget.
- 5. APPROVE the submission of the City's 2025-2029 Five-Year Consolidated Plan, 2025-2026 Annual Action Plan, and Citizen Participation Plan to the U. S. Department of Housing and Urban Development.

Item No. 45 was heard after Item No. 41.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw gave the Public Hearing report.

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

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

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 8:18 P.M.)

Housing Analyst Duane Cobb gave a report.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 8:21 P.M.)

Questions were asked and answered.

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

DISCUSSION (Items 46-49)

46. FISCAL YEAR 2025-2026 BUDGET WORKSHOP NO. 2 – CAPITAL IMPROVEMENT PLAN (CITY COUNCIL)- 8:25 PM

RECOMMENDED ACTION

- 1. CONDUCT a workshop to review the draft Fiscal Year 2025-2026 CIP 5-Year Plan; and
- 2. PROVIDE direction to staff on which projects to include in the Fiscal Year 2025-2026 budget document.

ACTION: Budget Workshop No. 2 was held as follows:

Director, Dr. Rodgers, Jr. gave a PowerPoint presentation on the Fiscal Year 2025/26 Capital Improvement Projects (CIP).

Mayor and City Council discussed the following:

- Sidewalks included in the CIP? - Director, Dr. Rodgers explained that the sidewalks are an ongoing project and is part of the Operating Budget within the department.
- Details about the park maintenance projects - Director Whittiker, Jr. shared that there are three parks currently under construction which includes resurfacing of the basketball courts, tennis courts, adding new pickle ball courts, repairs to the fields and is a three-year project for all parks.
- Renovation for the old office building at Stevenson Park should be included in the CIP - Director Whittiker, Jr. stated the goal is for it to be utilized more.
- Playground equipment area needs more lighting

- Del Amo Park needs immediate attention
- Status of kitchen, community room, flooring, and playground upgrades at all parks and request for staff to identify six of the twelve parks to be "all ability" prepared. Only Dolphin Park has an "all-ability" playground - Director, Dr. Rodgers, Jr. stated a comprehensive study was done with Director Whittiker, Jr. on all the kitchens and it was determined that most of the upgrades could be handled under routine maintenance which are under the Operating Budgets, therefore not listed under CIP.
- Schedule for the flooring, restrooms, and kitchens for all 12 parks - Director Whittiker, Jr. stated he will provide a schedule.
- Alarmed that the Juneteenth Celebration could not be moved to Hemmingway Park; why the gopher holes and other issues prevented the move of the event - Director Whittiker, Jr. gave an explanation and that parking was a major point.
- All parks should be fully prepared for events and for staff to come up with a plan of action - Assistant City Manager, Dr. Lennox shared that another challenge is access to power and water for vendors at some parks which are being examined as well.
- Juneteenth event was not moved to District One and it was announced that it would be held in the area
- Two elderly women could not walk up the ramp at Del Amo Park; consider making the community rooms more accessible; add a lift or an elevator at the park if continuing to host community meetings at the parks
- Additional signage

47. ADOPTION OF RESOLUTION 25-063 FOR ADOPTION OF OFFICIAL CITY STYLE GUIDE AS THE STANDARD FOR ALL MARKETING AND COMMUNICATION MATERIALS PRODUCED BY OR ON BEHALF OF THE CITY AND INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2511 FOR FORMAL ADOPTION OF NEW CITY SEAL AND CITY LOGO AND EXPANSION OF REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO- 8:51 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution 25-063, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN OFFICIAL CITY STYLE GUIDE AS THE STANDARD FOR ALL MARKETING AND COMMUNICATION MATERIALS PRODUCED BY OR ON BEHALF OF THE CITY"

— 2. INTRODUCE, for first reading by title only and WAIVE further reading, Ordinance No. 25-2511, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING

SECTION 4130.1 (ADOPTION OF CITY SEAL AND LOGO) TO, AND AMENDING SECTION 4131 (USE OF CITY SEAL – RESTRICTIONS), SECTION 4132 (USE OF CITY SEAL – EXCEPTIONS), SECTION 4133 (CITY SEAL – COMMERCIAL USE OF) AND SECTION 4134 (IMITATION OF CITY SEAL PROHIBITED) OF, CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE IV (PUBLIC PEACE) OF THE CARSON MUNICIPAL CODE TO FORMALLY ADOPT NEW CITY SEAL AND CITY LOGO AND EXPAND REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO"

City Manager Roberts, Jr. gave a report.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 8:52 P.M. and reentered the meeting at 8:53 P.M.)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about camp shirt logos. City Manager Roberts, Jr. stated that there are variations of program logos for recreation and other division logos which will be brought for City Council's review.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated there should only be one official logo and other options can be placed on the back of the shirt. Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. reiterated that he would like something official for recreation.

Assistant City Manager, Dr. Lennox stated that there is a difference between a participant wearing a t-shirt and employees' uniforms.

Council Member/Agency Member/Authority Board Member Rojas asked about placing a rhinestone on the logo and City Manager Roberts, Jr. stated that would not be in line with the style guide.

Council Member/Agency Member/Authority Board Member Dear stated he has concerns with the number of color variations. He believes the city seal should be more official looking and should involve more input from the residents. He would rather have an open process and does not like a letter replaced by a symbol. People have asked him what the difference is between the city logo and the city seal.

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

48. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6320 (INVESTIGATIONS AND INSPECTIONS) AND SECTION 6329 (DENIAL OF LICENSE) OF PART 2 (LICENSES – PROVISIONS GOVERNING), SECTION 6376 (GRANTING OR

REFUSAL OF PERMIT) AND SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY’S RIGHT TO REVOKE OR DENY BUSINESS LICENSES FOR BUSINESSES UNDER CRIMINAL INVESTIGATION" (CITY COUNCIL)- 9:20 PM

RECOMMENDED ACTION

— 1. INTRODUCE, for first reading by title only with further reading waived, Ordinance No. 25-2509, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6320 (INVESTIGATIONS AND INSPECTIONS) AND SECTION 6329 (DENIAL OF LICENSE) OF PART 2 (LICENSES – PROVISIONS GOVERNING), SECTION 6376 (GRANTING OR REFUSAL OF PERMIT) AND SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY’S RIGHT TO REVOKE OR DENY BUSINESS LICENSES FOR BUSINESSES UNDER CRIMINAL INVESTIGATION"

Revenue Manager Antonio Velasco gave a report.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued the item for further legal review with no objection heard.

49. 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)- 9:34 PM

RECOMMENDED ACTION

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

ACTION: Mayor and City Council took the following actions:

Senior Citizens Advisory Commission

Council Member/Agency Member/Authority Board Member Rojas appointed Ernestine Leverette to the regular member position as her uncontested appointment to the Senior Citizens Advisory Commission, thereby, creating a vacancy of the Alternate 2 position.

Measure C and Measure K Budget Oversight Committee

Council Member/Agency Member/Authority Board Member Rojas appointed Lisa Cottrell-Fulbright to the regular member position as her uncontested appointment to the Measure C and Measure K Budget Oversight Committee, thereby, creating a vacancy of the Alternate 1 position.

Parks, Recreation and Cultural Arts Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Freddie Gomez as Alternate 2 to the Parks, Recreation and Cultural Arts Commission, thereby, creating a vacancy of the Community Representative on the Public Relations Commission.

Public Safety Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Aisha Childs, Alternate 3, from the Public Safety Commission.

Motion to Approve Mayor Davis-Holmes' appointment of Freddie Gomez as Alternate 2 to the Parks, Recreation and Cultural Arts Commission and removal of Aisha Childs, Alternate 3, from the Public Safety Commission submitted by Mayor Pro Tempore Hicks, Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

ORDINANCE SECOND READING (Items 50-51)

50. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2508 AMENDING SECTION 2301 OF ARTICLE II OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS (CITY COUNCIL)- 9:38 PM

RECOMMENDED ACTION

— 1. CONDUCT a Second reading by title only and with full reading waived, and

— 2. ADOPT Ordinance No. 25-2508, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 2301 (COUNCIL MEMBERS SALARIES) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS".

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated there was a request made two years ago that the City Clerk and the City Treasurer be tied to the raises the City Council receives. She directed staff to bring a resolution and create an ordinance to tie the City Clerk and City Treasurer to future raises with the City Council at the next City Council meeting.

Assistant City Manager, Dr. Lennox noted there is a separate resolution for the City Clerk and City Treasurer.

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

51. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2505 REPEALING AND REPLACING SECTION 4105 (ILLEGAL DUMPING) OF THE CARSON MUNICIPAL CODE AND APPROVE THE ADMINISTRATIVE CITATION FINES TO BE ASSESSED FOR VIOLATIONS OF THE CITY'S ILLEGAL DUMPING ORDINANCE (CITY COUNCIL)- 9:43 PM

RECOMMENDED ACTION

- 1. CONDUCT a Second Reading by title only and with full reading waived, and
- 2. ADOPT, Ordinance No. 25-2505, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REPEALING AND REPLACING SECTION 4105 (ILLEGAL DUMPING) OF THE CARSON MUNICIPAL CODE", and
- 3. APPROVE the administrative citation fines to be assessed for violations of the city's illegal dumping ordinance

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

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

Nancy Rusas

Expressed concern that the AFSCME 809 part-time employees have not received their State mandated minimum wage increases

Richard Bis

Reported on environmental prevention work on youth access to alcohol and tobacco

Brandi Lewin

Expressed concern with the claims policy and how residents are treated in a similar issue, support for the Disabilities Commission, and strip mall tenant relations at University Drive and Avalon Boulevard

Mayor/Agency Chairman/Authority Chairman Davis-Holmes allowed two additional minutes for Brandi Lewin to speak.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Brandi Lewin to speak with Council Member Dear to discuss Council Aide Brian Legaspi's further involvement with the Disabilities Subcommittee. Council Member Dear stated that Council Aide Brian Legaspi is a hard worker and requested the creation of a Disabilities Commission. Mayor Davis-Holmes reminded her colleagues that it was previously decided on the creation of the Disabilities Subcommittee under the umbrella of the Human Relations Commission.

Brandi Lewin stated that Risk Manager Roobik Galoosian has begun joining the Disabilities Subcommittee meetings and expressed concern for staff support.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Dear requested the following items be added to a future agenda:

- Consideration of a Disabilities Commission or Disabilities Committee with proper staffing
- Consideration of a monetary reward for information leading to the arrest and conviction in a cold case murder that took place in Carson; details can be given to staff by CEO Lawanda Hawkins of Justice for Murdered Children

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested the following items be added to a future agenda:

- Feasibility study for the establishment of a Carson School District
- Update of the Facade Improvement Program for strip malls

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested the following item be added to a future agenda:

- Engineer study for a signal light at Central Avenue and University Drive; Assistant City Manager, Dr. Lennox stated the signal light is 90% design completion.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- Streetlights are still not operating on Del Amo Boulevard between Tillman Avenue and Avalon Boulevard and have not been repaired
- Successor Agency signage posted on the property needs to be updated with the current configuration of the City Council in the correct order
- Attended the E-Waste and Paper Shredding Event
- Thanked Venice Clinic for their support on the Fruits and Vegetables Giveaway held on April 18, 2025, at Calas Park; thanked Council Aide Cac Le for her assistance
- Mental Health Matters Event, May 23, 2025, from 9:00 A.M. to 1:00 P.M., Carson Event Center

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

- Street sign on Penrod Drive is turned upside down which has become a hazard; area is a nuisance with clothes hanging outside windows
- Next City Council Meeting is May 21, 2025, not May 20, 2025
- Wished Happy Mother's Day to all the mothers in Carson
- Wished Happy Birthday to Mayor Davis-Holmes whose birthday is on Mother's Day
- Met the new director of Lincoln Park Cemetery today and gave an update; Senator Laura Richardson is working on a bill to ensure private cemeteries do not end up like the Lincoln Park Cemetery
- Attended Southern California Association of Governments (SCAG) conference

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

- Attended SCAG conference last weekend and recommended creation of a volunteer sign up online volunteer registration form to be part of Carson's LA 28 Committee. Mayor Davis-Holmes

noted there is an LA 28 Volunteer Committee with 40 people signed up.

- Wished Happy Birthday to Mayor Davis-Holmes
- Wished Happy Mother's Day to all the mothers

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

- Wished Happy Mother's Day to all the mothers
- She and Council Member Rojas will be hosting a Town Hall Meeting on Thursday, May 8, 2025, at 6:30 P.M., Veterans Park
- Juneteenth Celebration, June 14, 2025, at Anderson Park
- Fines for illegal fireworks
- Attended SCAG conference
- Thanked staff for the agenda and their hard work
- Dittoed comments by Council Member Dear on the Cinco de Mayo event
- Wished everyone a good night

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

- Wished Happy Mother's Day to all the mothers and to all who love their mothers
- Attended the Cinco de Mayo 5k Run/Walkathon and walked the 5k
- Commended staff for organizing and conducting an excellent Cinco de Mayo Event at Carson Park

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

Santiago Lincuanan Dela Cruz

David W. White

Wallace Hideo "Wally" Wachi

George Castro

Eddye Jean Henderson-Verrette

Pope Francis

Wanda Kilgore-Williams

Deborah Miles Dixon

Frances Roberts

Peter Albano Ramirez

Council Member/Agency Member/Authority Board Member Rojas requested to add Henry Canlas Braft to the Memorial Adjournment Requests.

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

ADJOURNMENT

The meeting was adjourned at 10:12 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

Wednesday, May 21, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$2,370,681.12, DEMAND CHECK NUMBERS 179018 THROUGH 179135 AND 246 THROUGH 246 FOR GENERAL DEMAND (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF \$2,370,681.12 FOR GENERAL DEMANDS CHECK NUMBERS 179018 THROUGH 179135 AND 246 THROUGH 246.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-067, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$2,370,681.12, DEMAND CHECK NUMBERS 179018 THROUGH 179135 FOR GENERAL DEMAND AND 246 THROUGH 246".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On May 21, 2025, the City Council ratified the above demand numbers 179018 through 179135 and 246 through 246 for General Demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$2,370,681.12.

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 21ST DAY OF MAY, 2025.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

David C. Roberts, Jr., City Manager

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-067, adopted by the City of Carson City Council at its meeting held on May 21, 2025 by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-067

Attachments

[Exhibit 1 Demand Register Reso# 25-067.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010-

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
246	05/01/2025	WIRE	004084 RE SOLUTIONS	707,412.24			
179018	04/29/2025	PRINTED	007777 Roux Associates Inc.	1,500.00			
179019	05/01/2025	PRINTED	007077 ADVANCED IMAGING STRATEGI	166.04			
179020	05/01/2025	PRINTED	006659 AGRI-TURF DISTRIBUTING	3,577.59			
179021	05/01/2025	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	13,492.50			
179022	05/01/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	147,252.48			
179023	05/01/2025	PRINTED	000042 ALIN PARTY SUPPLY CO	980.72			
179024	05/01/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	1,409.11			
179025	05/01/2025	PRINTED	006675 AMERICAN TRANSPORTATION S	2,493.71			
179026	05/01/2025	PRINTED	006837 ANTHEM SPORTS, LLC	1,493.50			
179027	05/01/2025	PRINTED	002177 ARIZONA MACHINERY LLC	3,676.42			
179028	05/01/2025	PRINTED	000974 AT & T ALARM CIRCUITS	95.96			
179029	05/01/2025	PRINTED	004410 B D WHITE TOP SOIL CO INC	3,831.75			
179030	05/01/2025	PRINTED	001248 BARR AND CLARK INC	635.00			
179031	05/01/2025	PRINTED	003981 BIOMETRICS 4 ALL INC	26.25			
179032	05/01/2025	PRINTED	001438 BLUE DIAMOND MATERIALS	332.14			
179033	05/01/2025	PRINTED	000013 BOYS AND GIRLS CLUB OF CA	3,075.94			
179034	05/01/2025	PRINTED	006455 AALON BUTLER	800.00			
179035	05/01/2025	PRINTED	000167 CALIFORNIA PRO SPORTS	4,485.55			
179036	05/01/2025	PRINTED	001610 CHICAGO TITLE CO	4.00			
179037	05/01/2025	PRINTED	004947 CINDY'S JUMPERS	924.00			
179038	05/01/2025	PRINTED	008513 CINTAS CORPORATION NO. 2	1,596.78			
179039	05/01/2025	PRINTED	000062 CITY OF LOS ANGELES	1,863.49			
179040	05/01/2025	PRINTED	007159 CORODATA SHREDDING, INC.	110.15			
179041	05/01/2025	PRINTED	008345 CPG RENTALS LLC	1,327.50			
179042	05/01/2025	PRINTED	001432 CRAFTCO INC	4,995.01			
179043	05/01/2025	PRINTED	003586 CS AND ASSOCIATES INC	2,195.00			
179044	05/01/2025	PRINTED	004115 CSG CONSULTANTS INC	17,535.00			
179045	05/01/2025	PRINTED	008147 CYNTHIA STAFFORD	2,250.00			
179046	05/01/2025	PRINTED	000127 DAILY BREEZE NEWSPAPER	1,266.15			
179047	05/01/2025	PRINTED	000268 DAILY JOURNAL CORP	121.40			
179048	05/01/2025	PRINTED	007176 DAVEY COACH SALES INC.	3,100.30			
179049	05/01/2025	PRINTED	000658 DELL	8,901.24			
179050	05/01/2025	PRINTED	007815 DIMENSION PUBLICITARIA IN	14,000.00			
179051	05/01/2025	PRINTED	001744 ENTERPRISE FM TRUST INC	33.29			
179052	05/01/2025	PRINTED	008322 EVODC LLC	5,349.70			
179053	05/01/2025	PRINTED	000039 EWING IRRIGATION PRODUCTS	305.70			
179054	05/01/2025	PRINTED	008419 FAIR HOUSING FOUNDATION	24,869.06			
179055	05/01/2025	PRINTED	007224 FCS INTERNATIONAL, INC.	3,959.00			
179056	05/01/2025	PRINTED	000355 FERGUSON ENTERPRISES INC	231.00			
179057	05/01/2025	PRINTED	000221 FLEET PRIDE	206.59			
179058	05/01/2025	PRINTED	004019 FLEETCREW MAINTENANCE SOL	481.00			
179059	05/01/2025	PRINTED	003563 FUN EXPRESS LLC	749.71			
179060	05/01/2025	PRINTED	006085 GARCIA, MARIA DE JESUS	86.28			
179061	05/01/2025	PRINTED	000941 GOLDEN STATE WATER COMPAN	3,408.40			
179062	05/01/2025	PRINTED	000793 GRAINGER	3,908.44			
179063	05/01/2025	PRINTED	000859 HARBOR AREA GANG ALTERNAT	4,369.14			
179064	05/01/2025	PRINTED	008132 HASA INC	14,252.23			
179065	05/01/2025	PRINTED	000234 THE HOME DEPOT INC	1,490.45			
179066	05/01/2025	PRINTED	007103 JOE A. GONSALVES & SON	4,000.00			
179067	05/01/2025	PRINTED	007688 JOKER PARTY SUPPLY, INC.	101.15			
179068	05/01/2025	PRINTED	008593 KAPENETA TEO-TAFITI	3,075.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010-

FOR: A11

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179069	05/01/2025	PRINTED	007672 KELLY PAPER COMPANY	92.78			
179070	05/01/2025	PRINTED	007093 KILEY & ASSOCIATES LLC	5,000.00			
179071	05/01/2025	PRINTED	000094 LAKESHORE LEARNING MATERI	2,994.13			
179072	05/01/2025	PRINTED	004435 LINCOLN AQUATICS	500.83			
179073	05/01/2025	PRINTED	008534 LISA F. COTTRELL	50.00			
179074	05/01/2025	PRINTED	008534 LISA F. COTTRELL	50.00			
179075	05/01/2025	PRINTED	000643 LONG BEACH TRANSIT	515,125.00			
179076	05/01/2025	PRINTED	000070 LOS ANGELES COUNTY DEPT O	29,250.93			
179077	05/01/2025	PRINTED	000070 LOS ANGELES COUNTY DEPT O	109,694.19			
179078	05/01/2025	PRINTED	000178 LOS ANGELES COUNTY	6.00			
179079	05/01/2025	PRINTED	007995 LUIS GOMEZ	5,750.00			
179080	05/01/2025	PRINTED	007274 MARLENE TRUJILLO	150.00			
179081	05/01/2025	PRINTED	003110 MICHAEL BAKER INTERNATIONAL	72,748.10			
179082	05/01/2025	PRINTED	000385 NATIONWIDE ENVIRONMENTAL	98,131.60			
179083	05/01/2025	PRINTED	000563 JANNY NOA	299.99			
179084	05/01/2025	PRINTED	008358 NTH GENERATION COMPUTING,	560.00			
179085	05/01/2025	PRINTED	010999 RAYMOND, JOHN	207.35			
179086	05/01/2025	PRINTED	006257 MAURICIO PINZON	5,500.00			
179087	05/01/2025	PRINTED	001020 PITNEY BOWES	283.65			
179088	05/01/2025	PRINTED	000746 PITNEY BOWES RESERVE ACCO	8,000.00			
179089	05/01/2025	PRINTED	004862 PRINCIPAL LIFE INSURANCE	5,520.90			
179090	05/01/2025	PRINTED	001128 QUINN COMPANY	529.26			
179091	05/01/2025	PRINTED	008564 R3 PAINTING	27,550.00			
179092	05/01/2025	PRINTED	006973 RACE TELECOMMUNICATIONS,	1,061.66			
179093	05/01/2025	PRINTED	007144 RAYMUNDO GARCIA	700.00			
179094	05/01/2025	PRINTED	000119 RED WING SHOE STORE	2,200.38			
179095	05/01/2025	PRINTED	000588 REFRIGERATION SUPPLIES DI	57.80			
179096	05/01/2025	PRINTED	010000 ABUNDANT LIFE CHRISTIAN C	500.00			
179097	05/01/2025	PRINTED	010000 DELTA SIGMA THETA	200.00			
179098	05/01/2025	PRINTED	010000 MPC INVESTMENT FUND, INC.	37,320.00			
179099	05/01/2025	PRINTED	010000 NATIONAL ASSOCIATION OF U	493.00			
179100	05/01/2025	PRINTED	010000 SAUERS LOPEZ CONSTRUCTION	960.00			
179101	05/01/2025	PRINTED	010000 SOUTHERN CALIFORNIA EDISO	740.00			
179102	05/01/2025	PRINTED	008461 RINGCENTRAL, INC	125.43			
179103	05/01/2025	PRINTED	001230 ROBERTSON'S READY MIX CONC	1,803.05			
179104	05/01/2025	PRINTED	001388 RUSSELL SIGLER INC	3,180.34			
179105	05/01/2025	PRINTED	007851 SAMI'S REFEREES LLC	3,980.00			
179106	05/01/2025	PRINTED	000427 SAM'S CLUB DIRECT	176.18			
179107	05/01/2025	PRINTED	001605 SC FUELS	12,971.58			
179108	05/01/2025	PRINTED	006964 SCCI, INC.	625.00			
179109	05/01/2025	PRINTED	000170 SHERWIN WILLIAMS	3,486.76			
179110	05/01/2025	PRINTED	003159 SITEONE LANDSCAPE SUPPLY	688.29			
179111	05/01/2025	PRINTED	000211 SMART AND FINAL IRIS	385.34			
179112	05/01/2025	PRINTED	008321 SMART IT PROS, INC.	3,943.25			
179113	05/01/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	5,464.11			
179114	05/01/2025	PRINTED	008152 SO CAL EQUIPMENT REPAIR,	3,420.94			
179115	05/01/2025	PRINTED	004417 SOCALGAS	18,919.77			
179116	05/01/2025	PRINTED	001663 SONSTRAY MACHINERY LLC	26.50			
179117	05/01/2025	PRINTED	004977 CHARTER COMMUNICATION	1,479.00			
179118	05/01/2025	PRINTED	000718 STAPLES ADVANTAGE	19,236.79			
179119	05/01/2025	PRINTED	000289 STATE OF CA DOJ/ACCTG OFF	210.00			
179120	05/01/2025	PRINTED	006654 SWANK MOTION PICTURES INC	540.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010-

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
179121	05/01/2025	PRINTED	007090 T-MOBILE USA INC.	4,400.90			
179122	05/01/2025	PRINTED	008079 TERRACON CONSULTANTS, INC	38,882.15			
179123	05/01/2025	PRINTED	007938 TJC, INC.	3,894.24			
179124	05/01/2025	PRINTED	008598 TORRANCE UNIFIED SCHOOL D	620.00			
179125	05/01/2025	PRINTED	008106 TOTUM CORP	40,625.50			
179126	05/01/2025	PRINTED	000035 TURF STAR INC	601.21			
179127	05/01/2025	PRINTED	004017 TYLER TECHNOLOGIES	47,009.50			
179128	05/01/2025	PRINTED	006769 U S BANK CORPORATE PAYMEN	5,866.24			
179129	05/01/2025	PRINTED	006769 CITY MANAGER	2,600.11			
179130	05/01/2025	PRINTED	003166 VERITIV CORPORATION	3,273.56			
179131	05/01/2025	PRINTED	000302 WAXIE SANITARY SUPPLY	11,344.41			
179132	05/01/2025	PRINTED	000212 WEST COAST ARBORISTS	2,520.00			
179133	05/01/2025	PRINTED	002212 HD SUPPLY CONSTRUCTION	303.16			
179134	05/01/2025	PRINTED	006831 MARSH USA INC.	102,600.13			
179135	05/01/2025	PRINTED	006831 MARSH USA LLC	65,447.07			
119 CHECKS				CASH ACCOUNT TOTAL	2,370,681.12	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
119 CHECKS	FINAL TOTAL	2,370,681.12	.00

** END OF REPORT - Generated by Jane Manalo **



File #:

Version:

Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-06-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$35,308.00, DEMAND CHECK NUMBERS HA-002047 THROUGH HA-002054 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-06-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$35,308.00, DEMAND CHECK NUMBERS HA-002047 THROUGH HA-002054.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-06-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$35,308.00, DEMAND CHECK NUMBERS HA-002047 THROUGH HA-002054".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On May 21, 2025, the Carson Housing Authority ratified the above demand numbers HA-002047 through HA-002054. 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 \$35,308.00.

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 21ST DAY OF MAY, 2025.

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

APPROVED AS TO FORM:

Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

Lula Davis-Holmes, Chairman

ATTEST:

Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE ____ DAY OF _____ AT CARSON, CALIFORNIA:

David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-06-CHA, adopted by the City of Carson City Council at its meeting held on May 21, 2025 by the following vote:

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

Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-06-CHA

Attachments

[Exhibit 1 CHA Demand Reso# 25-06-CHA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012-

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2047	04/03/2025	PRINTED	000547 CARSON TERRACE PARTNERS L	6,110.00			
2048	04/10/2025	PRINTED	000423 AVALON COURTYARD	11,924.00			
2049	04/10/2025	PRINTED	007257 FAMILY PROMISE OF LOS ANG	3,887.93			
2050	04/10/2025	PRINTED	006884 LYFT, INC.	36.66			
2051	04/17/2025	PRINTED	001001 AT&T PHONE	31.65			
2052	04/24/2025	PRINTED	003585 RSG INC	1,725.00			
2053	05/01/2025	PRINTED	007257 FAMILY PROMISE OF LOS ANG	10,986.51			
2054	05/01/2025	PRINTED	003585 RSG INC	606.25			
8 CHECKS CASH ACCOUNT TOTAL				35,308.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
8 CHECKS	FINAL TOTAL	35,308.00	.00
** END OF REPORT - Generated by Jane Manalo **			



File #:

Version:

Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-05-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,230.40, DEMAND CHECK NUMBERS SA-001951 THROUGH SA-001957 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-05-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,230.40, DEMAND CHECK NUMBERS SA-001951 THROUGH SA-001957.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-05-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,230.40, DEMAND CHECK NUMBERS SA-001951 THROUGH SA-001957".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On May 21, 2025, the Carson Successor Agency ratified the above demand numbers SA-001951 through SA-001957. 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 \$7,230.40.

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 21ST DAY OF MAY, 2025.

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

APPROVED AS TO FORM:

Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

Lula Davis-Holmes, Chairman

ATTEST:

Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE ____ DAY OF _____ AT CARSON, CALIFORNIA:

David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-05-CSA, adopted by the City of Carson City Council at its meeting held on May 21, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-05-CSA

Attachments

[Exhibit 1 CSA Demand Reso #25-05-CSA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1951	04/03/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	30.80			
1952	04/10/2025	PRINTED	001924 THE BANK OF NEW YORK MELL	1,800.00			
1953	04/17/2025	PRINTED	001001 AT&T PHONE	63.30			
1954	04/17/2025	PRINTED	001924 THE BANK OF NEW YORK MELL	2,348.80			
1955	04/24/2025	PRINTED	001924 THE BANK OF NEW YORK MELL	1,905.00			
1956	04/24/2025	PRINTED	003585 RSG INC	150.00			
1957	05/01/2025	PRINTED	003585 RSG INC	932.50			
7 CHECKS				CASH ACCOUNT TOTAL	7,230.40	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
7 CHECKS	FINAL TOTAL	7,230.40	.00

** END OF REPORT - Generated by Jane Manalo **



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

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

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - April 2025

Attachments

[Contract Report - April 2025.pdf](#)

EXHIBIT 1 - CONTRACT REPORT - APRIL 2025

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	(Attestation Date - pg 1)	Expiration Date
D ROBERTS	Amendment No. 1	24-076	LOS ANGELES BUSINESS JOURNAL	243	CONSULTANT	MEDIA CAMPAIGN	\$ 98,115.00	ISPM	1/9/2024	3/8/2026
W JEFFERSON	Original	25-060	ARACELI ESPARZA	8454	CONSULTANT	PAYROLL CONSULTING SERVICES	\$ 24,500.00	FINANCE	4/3/2025	4/2/2026
B GROVE (FOR MW)	Original	25-061	CATHERINE PARRA	8181	EVENT SERVICE PROVIDE AGREEMENT	2025 SPRING EGGSTRAVAGANZA	\$ 600.00	COMMUNITY SERVICES	04/10/2025 *	
B GROVE (FOR MW)	Original	25-062	HENRY TRAN	7684	EVENT SERVICE PROVIDE AGREEMENT	2025 EARTH DAY KIDS FEST	\$ 200.00	COMMUNITY SERVICES	04/12/2025 *	
M WHITTAKER	Original	25-063	MAURICIO PINZON	6257	EVENT SERVICE PROVIDE AGREEMENT	2025 CINCO DE MAYO	\$ 5,500.00	COMMUNITY SERVICES	05/03/2025 *	
B GROVE (FOR MW)	Original	25-064	LUIS GOMEZ	7995	EVENT SERVICE PROVIDE AGREEMENT	2025 CINCO DE MAYO	\$ 5,750.00	COMMUNITY SERVICES	05/03/2025 *	
B GROVE (FOR MW)	Original	25-065	RAYMUNDO GARCIA	7144	EVENT SERVICE PROVIDE AGREEMENT	2025 CINCO DE MAYO	\$ 700.00	COMMUNITY SERVICES	05/03/2025 *	
D ROBERTS	Original	25-066	GREAT PLACE TO WORK INSTITUTE, INC.	8193	CONSULTANT	SURVEY SUBSCRIPTION SERVICES	\$ 11,990.00	HUMAN RESOURCES	10/31/2024	10/30/2026
D ROBERTS	Original	25-068	ED'S FENCING, INC	8189	CONTRACTOR	DOLPHIN PARK TENNIS COURT FENCING	\$ 59,970.00	PUBLIC WORKS	3/6/2025	3/25/2026
D ROBERTS	Original	25-069	RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.	7405	CONSULTANT	LANDSCAPE/ARCHITECTURAL SERVICES	\$ 24,000.00	COMMUNITY SERVICES	4/3/2025	4/2/2026
D ROBERTS	Original	25-072	SUNSET STUDIOS MEDIA SOLUTIONS INC	8571	CONTRACTOR	INSTALLATION SERVICES (ELECTRICAL)	\$ 74,998.98	PUBLIC SAFETY	4/7/2025	4/6/2026
D ROBERTS	Original	25-073	THEODORE I. BENITO dba LXV ENTERPRISES, LLC	7612	CONSULTANT	PRODUCTION SERVICES - PID	\$ 20,000.00	COMMUNITY SERVICES	4/2/2025	4/1/2026
M WHITTAKER	Original	25-074	AALON BUTLER	6455	EVENT SERVICE PROVIDE AGREEMENT	2025 SPRING FLING SENIOR LUNCHEON	\$ 800.00	COMMUNITY SERVICES	04/25/2025 *	
M WHITTAKER	Original	25-075	ALEXANDRA TAYLOR	8232	EVENT SERVICE PROVIDE AGREEMENT	2025 MEMORIAL DAY TRIBUTE	\$ 250.00	COMMUNITY SERVICES	05/22/2025 *	
M WHITTAKER	Original	25-076	DERRICK HUEZO	5042	EVENT SERVICE PROVIDE AGREEMENT	14th ANNUAL CARSON RELAYS	\$ 950.00	COMMUNITY SERVICES	04/27/2025 *	
D ROBERTS	Original	25-077	CSUDH TORO AUXILIARY PARTNERS	8047	CONSULTANT	S.I.T.E. CLASSES	\$ 31,000.00	COMMUNITY SERVICES	4/17/2025	12/31/2025
M WHITTAKER	Original	25-078	STEPHEN MCDADE	8572	EVENT SERVICE PROVIDE AGREEMENT	2025 MEMORIAL DAY TRIBUTE	\$ 500.00	COMMUNITY SERVICES	05/22/2025 *	
M WHITTAKER	Original	25-079	SHUNDALE HUDSON	7461	EVENT SERVICE PROVIDE AGREEMENT	2025 YOUTH CONFERENCE	\$ 800.00	COMMUNITY SERVICES	05/30/2025 *	
M WHITTAKER	Original	25-080	DAVID P STEVENS	8566	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	\$ 2,500.00	COMMUNITY SERVICES	06/14/2025 *	
M WHITTAKER	Original	25-081	ISLE ENTERTAINMENT INC.	7505	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	\$ 1,000.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTAKER	Original	25-082	KOLBY MARZORINI	8581	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	\$ 350.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTAKER	Original	25-083	REBECCA FIASEU	8583	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	\$ 1,000.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTAKER	Original	25-084	REX TIUMALU	8582	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	\$ 250.00	COMMUNITY SERVICES	06/28/2025 *	
D ROBERTS	Original	25-085	JOHN D LOYOLA	7499	EVENT SERVICE PROVIDE AGREEMENT	"WHY I LIKE CARSON" AWARDS CEREMONY	\$ 200.00	PUBLIC INFORMATION OFFICE	04/29/2025 *	
M WHITTAKER	Original	25-088	MARLENE TRUJILLO	7274	EVENT SERVICE PROVIDE AGREEMENT	2025 CINCO DE MAYO	\$ 150.00	COMMUNITY SERVICES	05/03/2025 *	
M WHITTAKER	Original	25-089	ANGELA ROMERO	8238	EVENT SERVICE PROVIDE AGREEMENT	2025 MEMORIAL DAY TRIBUTE	\$ 250.00	COMMUNITY SERVICES	05/22/2025 *	
M WHITTAKER	Original	25-090	KAPENETA TEO-TAFITI	8593	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	\$ 6,150.00	COMMUNITY SERVICES	06/28/2025 *	



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

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

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

I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson for the period April 1, 2025 through April 30, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - April 2025

Attachments

[Business License Report April 2025.pdf](#)

Account #	DBA	Owner Name 1	Bus address	Bus City, State	Business type
103560A	Wetzel's Pretzels	Sapna Inc	20700 AVALON BLVD F02	CARSON, CA 90746-3701	RESTAURANT/FAST FOOD
103752A	St Joseph Hospitium	Sunnyday Hospice	500 E CARSON PLAZA DR 104	CARSON, CA 90746-7319	ADMINISTRATIVE OFFICE
104023A	Barsan Global Logistics Inc.	Barsan Global Logistics Inc.	1020 E 230TH ST	CARSON, CA 90745-5006	FREIGHT FORWARDER
104103A	Fw Acquisition, Inc.	Fw Acquisition, Inc.	1124 E DEL AMO BLVD	CARSON, CA 90746-3180	AIRCRAFT-MFG/SALES/SERVICE/INSTRUCTIONS
104365A	Jason Kim Dds Inc	Jason Kim Dds Inc	454 E CARSON PLAZA DR 119	CARSON, CA 90746-3232	DENTISTS
104395A	Best World Donuts	Eng, Eanguy	23922 AVALON BLVD	CARSON, CA 90745	BAKERY
104396A	Jj Market	Jj Market	16502 S MAIN ST 4	GARDENA, CA 90248-2700	MARKET
104412A	Med Project Ca, LLC	Med-Project Ca, LLC	18600 S FIGUEROA ST FL 1	CARSON, CA 90248	BUSINESS SERVICE
104413A	Awesung Tech Inc	Awesung Tech Inc	1550 GLENN CURTISS ST	CARSON, CA 90746-4012	WAREHOUSE/STORAGE YARDS
104422A	Cloud Naan Urban Desi Bbq	Qureshi, Imran A	424 E CARSON ST	CARSON, CA 90745-2711	RESTAURANT/FAST FOOD
104424A	Arsenio K Wise, Barber	Wise, Arsenio K	20220 AVALON BLVD	CARSON, CA 90746-3843	BEAUTICIAN/BARBER
104425A	Service Quick Inc	Service Quick Inc	1650 GLENN CURTISS ST	CARSON, CA 90746-4013	MACHINES-MFG/SALES/REPAIRS/PARTS
104428A	Plastic Depot	Plastic Depot, Inc	16927 S MAIN ST A	GARDENA, CA 90248-3139	PLASTICS
104432A	Ac Notary And Fingerprint Services	Ac Notary And Fingerprint Services	17420 AVALON BLVD 202	CARSON, CA 90746-1564	BUSINESS SERVICE
104433A	Tencent America LLC	Tencent America LLC	21136 FIGUEROA ST	CARSON, CA 90745-1938	RESEARCH AND DEVELOPMENT
104439A	Trademark Time Company	Floating Circus, Inc.	21730 S WILMINGTON AVE 204	CARSON, CA 90810	WAREHOUSE/STORAGE YARDS
104440A	Island World Apparel Corporation	Island World Apparel Corporation	21730 S WILMINGTON AVE 204	CARSON, CA 90810	CLOTHING & ACCESS
104451A	Royal Events Decoration	Royal Events & Decoration, Inc.	17121 CENTRAL AVE 2M	CARSON, CA 90746-1376	SPECIAL EVENTS



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER APPROVING A NEW STANDARD MANAGEMENT PROCEDURE NO. 2.35, RELATED TO CITY POLICIES AND PROCEDURES FOR GRANT AWARDS

I. SUMMARY

This item is being submitted to City Council for approval of the new Standard Management Procedure (SMP) No. 2.35, which outlines the City's policies and procedures regarding grant awards. The SMP establishes clear guidelines for the management, oversight, and compliance of Federal, State, and Local grant funding. It assigns responsibilities to both initiating departments and the Finance Department, outlines protocols for grant application and acceptance, and sets forth requirements for budget management, procurement, sub-awards, financial reporting, and record keeping. The procedure is designed to ensure regulatory compliance, accurate financial tracking, and proper documentation to support audits and future funding opportunities.

II. RECOMMENDATION

ADOPT the SMP No. 2.35 (attached as Exhibit No. 1).

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

The City has actively pursued and secured grant funding from federal, state, and local agencies to support public services and infrastructure projects. As part of the grant application and award acceptance process, the City is required to submit its established policies and procedures governing grant awards to ensure transparency and accountability.

The proposed Standard Management Procedure (SMP) No. 2.35 formalizes the City's best practices for managing grant funding and ensures compliance with applicable federal, state, and local regulations. This SMP outlines comprehensive guidelines for the oversight, budgeting, procurement, financial reporting, and audit preparation related to grant-funded programs. It also clearly defines the roles and responsibilities of City departments, including requirements for pre-award approvals, kickoff meetings, financial documentation, and subrecipient monitoring. By implementing this policy, the City aims to streamline its internal processes, ensure effective coordination among departments, and maintain eligibility for future funding opportunities.

In recent years, the City has faced the risk of losing grant funding due to lapses in required reporting and compliance. The purpose of this Standard Management Procedure (SMP) is to directly address these concerns by formalizing consistent reporting practices, ensuring timely submissions, and maintaining compliance with grant requirements. By implementing this SMP, the City aims to safeguard current and future funding opportunities and demonstrate accountability to granting agencies.

V. FISCAL IMPACT

There would be no direct fiscal impact associated with this staff report as it relates only to the newly SMP proposal.

VI. EXHIBITS

1. Proposed SMP 2.35

Attachments

[SMP - Policies and Procedures for Grant Awards.pdf](#)

CITY OF CARSON		POLICY/PROCEDURE
NUMBER: 2.35		SUBJECT POLICIES AND PROCEDURES FOR GRANT AWARDS
ORIGINAL ISSUE 6-3-25	EFFECTIVE 6-3-25	
<u>CURRENT ISSUE</u>	<u>EFFECTIVE</u>	CATEGORY II. General Administration
SUPERSEDES		

STANDARD MANAGEMENT PROCEDURE

I. **PURPOSE AND SCOPE**

To establish guidelines for the proper management, oversight, and compliance of Federal, State, and/or Local grant awards in accordance with the applicable agencies' regulations.

- To provide an effective and coordinated approach to the accounting of grant resources and to efficiently and accurately record grant-related financial information in accordance with the granting agency's requirements.
- To establish the procedure and assign responsibilities for the review, approval, and timely submission of regulatory reports.
- To ensure accurate preparation of financial reports and maintenance of supporting documents for future auditing purposes.

II. **GRANT APPLICATION & AWARD ACCEPTANCE**

- Grant applications must be reviewed and approved by the Program Manager and Finance Official before submission.
- Award documents must be properly executed by City Officials.
- Fully executed grant agreements must be forwarded to Finance department within 10 days of grant approval for record keeping.
- A kickoff meeting will be held to review grant terms, report deadlines, and compliance requirements.

III. **ROLES & RESPONSIBILITIES**

- Grant Administrator –The initiating department shall be responsible for grant administration and to ensure programmatic goals align with grant objectives. Department staff should serve as the liaison with the granting agency, coordinate activities necessary for successful program performance, maintain program performance data, prepare and submit progress reports as required by the granting agency and conduct periodic reviews for compliance.
- Finance Department – Manages budgeting, expenditures, financial reporting, setting up the necessary financial records, and procedures required to support the grant.

IV. **BUDGET MANAGEMENT**

- Funds must be used only for allowable costs as per the grant agreement.
- Budget modifications exceeding percentage allocation will require agency approval.
- Expenses must follow cost principles (e.g., necessary, reasonable, allocable.)

V. **PROCUREMENT & SUBAWARDS**

- Follow competitive procurement rules (RFPs, quotes, etc.) as per grant requirements.
- Subrecipient monitoring must include risk assessments and audits

VI. **FINANCIAL REPORTING & DOCUMENTATION**

- Timely submission of Financial Reports (FR) as required.
- Maintain records from submission of final report (longer if required).
- Timekeeping for grant-funded staff must comply with grant requirements.
- Periodically conduct internal audits to ensure grant compliance.

VII. EXCEPTIONS

Exceptions to this procedure shall be authorized by City Manager and the Finance Director.

David Roberts, Jr., City Manager

William Jefferson, Finance Director



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Sunny Soltani, City Attorney, Aleshire & Wynder, LLP CAO Legal

Subject: CONSIDER RESOLUTION NO. 25-068 AMENDING RESOLUTION NO. 15-027 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22-237, APPROVING ADJUSTMENTS TO THE SALARIES AND BENEFITS FOR THE CITY CLERK AND THE CITY TREASURER (CITY COUNCIL)

I. SUMMARY

The City Council recently adopted Ordinance No. 25-2508 amending Section 2301 (Councilmanic Salaries) of Article II (Administration) of the Carson Municipal Code in order to adjust the total wages/compensation and total retirement and health contributions of the Mayor and City Council. Specifically, the Ordinance allowed for Mayor and City Council members' salaries to be increased by 10% (up to 5% for each year of eligible adjustment). At the time of the approval, the City Council directed staff to bring forward a similar adjustment for the elected offices of the City Clerk and City Treasurer.

As such, staff is seeking approval of adjustments to salaries of the City Clerk and City Treasurer via the attached Resolution No. 25-068 (Exhibit 1).

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-068, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING RESOLUTION NO. 15-027 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22-237, APPROVING ADJUSTMENTS TO THE SALARIES AND BENEFITS FOR THE CITY CLERK AND THE CITY TREASURER"

III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

IV. BACKGROUND

On May 6, 2025 the City Council adopted Ordinance No. 25-2508 amending Section 2301 (Councilmanic Salaries) of Article II (Administration) of the Carson Municipal Code in order to adjust the total wages/compensation and total retirement and health contributions of the Mayor and City Council. Specifically, the Ordinance allowed for Mayor and City Council members' salaries to be increased by 10% (up to 5% for each year of eligible adjustment). According to Section 304 of the City Charter and Carson Municipal Code Section 2301, any future adjustments to the Mayor and City Council members' salaries must be in accordance with Government Code Section 36516. Government Code Section 36516, as amended by Senate Bill 329, provides for the salary of council members to be increased by "the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year."

At the time of the approval, the City Council directed staff to bring forward a similar adjustment for the elected offices of the City Clerk and City Treasurer.

It should be noted that while the Mayor and City Council members' salaries are established by Ordinance, the City Clerk and City Treasurer salaries and benefits are established by Resolution. As such, on February 17, 2017 the City Council adopted Resolution No. 15-027 to establish the salaries and benefits of the City Clerk and City Treasurer. At that time, the salaries were awarded a 6% increase beyond the previously established wages, in exchange for the elimination all Employer Paid Member Contributions (EPMC), also known as CalPERS.

Subsequently, on November 15, 2022, City Council adopted Resolution No. 22-237, amending Resolution No. 15-027 by adjusting the salary and health insurance premiums provided to the City Clerk and City Treasurer. Notably, the salary for both officials was set at the "Low Income Limits" for a family of four (4) as set forth by the U.S. Department of Housing and Urban Development for the area including Los Angeles County.

Via the proposed Resolution No. 25-068, the City Council now desires to adjust the salary and benefits for the City Clerk and City Treasurer to coincide with any adjustments made to the Mayor and City Council members' salaries pursuant to Ordinance No. 25-2508. In summary, the base salaries for both officials would remain to be set at the "Low Income Limits" for a family of four (4) as set forth by the U.S. Department of Housing and Urban Development for the area including Los Angeles County. However, the Resolution adds that the salaries may be eligible for increases consistent with similar salary adjustments afforded to and approved by the City Council. Increases to the City Clerk and City Treasurer salaries shall be contingent upon comparable adjustments to the Mayor and City Council salaries as set forth by Ordinance No. 25-2508, or subsequent adopted ordinance.

During the May 6, 2025 meeting, City Council approved the maximum salary increase for the Mayor and City Council at 10% (5% for FY 2023-24, and 5% for FY 2024-25). At the direction of City Council, staff is seeking approval of a 10% adjustment to salaries of the City Clerk and City Treasurer via the attached Resolution No. 25-068 (Exhibit 1) to remain consistent with the recently adopted salary increases of the Mayor and City Council members.

The proposed Resolution No. 25-068 would amend Resolution No. 15-027, and rescind and replace Resolution No. 22-237; if approved.

V. FISCAL IMPACT

There is sufficient funding in the current Fiscal Year 2024-2025 operating budget to absorb a prorated salary increases retro active to January 1, 2025. The salary increases for both positions will be included in the upcoming Fiscal Year 2025-2026 budget proposal for adoption.

VI. EXHIBITS

1. Resolution No. 25-068

2. Adopted Resolution No. 15-027

Attachments

[Reso No. 25-068 - City Clerk and City Treasurer.pdf](#)

[Reso No. 15-027 - City Clerk and Treasurer.pdf](#)

RESOLUTION NO. 25-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING RESOLUTION NO. 15-027 AND RESCINDING, REPLACING, AND SUPERSEDING RESOLUTION NO. 22-237, APPROVING ADJUSTMENTS TO THE SALARIES AND BENEFITS FOR THE CITY CLERK AND THE CITY TREASURER

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for the City Clerk and City Treasurer, and

WHEREAS, the City Council adopted Resolution No. 15-027 on February 17, 2015, establishing the salary and benefits for the City Clerk and City Treasurer; and

WHEREAS, the City Council adopted Resolution No. 22-237 adjusting the salary and health insurance premiums for the City Clerk and City Treasurer; and

WHEREAS, after discussions between the City Council and the City Manager regarding updating the pre-existing salary and benefits resolution for the City Clerk and City Treasurer, the City Council now desires to adopt Resolution No. 25-068 relating to the salary and benefits for the City Clerk and City Treasurer, which amends all prior salary and benefit resolutions for the City Clerk and City Treasurer, including, but not limited to Resolution No. 22-237; and furthermore, to the extent this Resolution No. 25-068 provides benefits in excess of or different from the benefits provided in Resolution Nos. 15-027 and 14-024, the provisions of this Resolution No. 25-068 shall control.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Resolution No. 15-027 is hereby amended by this resolution. Furthermore, to the extent this Resolution No. 25-068 provides benefits in excess of or different from the benefits provided in Resolution No. 15-027, the provisions of this Resolution No. 25-068 shall control.

SECTION 3. The following are the amended and restated salaries, benefits, and other terms and conditions for the City Clerk and City Treasurer:

SECTION 4. HEALTH INSURANCE PREMIUM:

- 4.1 Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Orange, Riverside, and San Bernardino counties) for each Elected Official and eligible dependents.
- 4.2 The cafeteria cap on the use of excess monies shall be two hundred dollars (\$200.00) per month, regardless of the number of dependents.
- 4.3 City Clerk and City Treasurer electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-

sponsored deferred compensation plan credited to the Elected Official. (City Clerk and City Treasurer currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the City Clerk and City Treasurer.) City Clerk and City Treasurer may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

- 4.4 City Clerk and City Treasurer shall have the right to use monies remaining from the monthly sum originally provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

SECTION 5. SALARY

- 5.1 City Clerk and City Treasurer shall receive as total compensation for their services a monthly salary which shall be set at the "Low Income Limits" for a family of four (4) as set forth by the U.S. Department of Housing and Urban Development for the area including Los Angeles County.
- 5.2 Wages and compensation for the City Clerk and City Treasurer may be subject to annual increases consistent with similar salary adjustments afforded to and approved by the City Council pursuant to Ordinance No. 25-2508. Increases to the City Clerk and City Treasurer salaries shall be contingent upon comparable adjustments to the Mayor and City Council salaries as set forth by Ordinance No. 25-2508, or subsequent adopted ordinance.

SECTION 6. DURATION:

- 6.1 This Resolution shall be binding on the City and the City Clerk and City Treasurer when adopted by City Council.
- 6.2 Except as otherwise provided herein, this Resolution shall continue in full force and effect until such time as amended or superseded by City Council ordinance or resolution.
-

The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of May 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. 25-068, was passed and approved by the City Council of the City of Carson at its meeting held on May 21, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 15-027

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CARSON, CALIFORNIA,
ESTABLISHING THE SALARY AND BENEFITS
FOR THE
CITY CLERK AND CITY TREASURER**

ADOPTED FEBRUARY 17, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR THE CITY CLERK AND CITY TREASURER EFFECTIVE FEBRUARY 17, 2015, AND AMENDING AND RESTATING RESOLUTION NOS. 06-091, 07-127, 08-116, 09-077, 12-090, 13-104, 13-112, 14-024, 14-070, 14-085, AND 14-087, AND ANY OTHER PRIOR SIMILAR RESOLUTIONS

WHEREAS, Section 36506 of the California Government Code requires that the City Council fix the compensation of all appointive officers and employees by resolution or ordinance;

WHEREAS, Section 2303 of the Carson Municipal Code similarly requires that the City Council fix the compensation of the City Clerk and City Treasurer by ordinance or resolution;

WHEREAS, the California Public Employees Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 570.5, limits payrates to the amount listed on a pay schedule that meets certain requirements for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1;

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for the City Clerk and City Treasurer;

WHEREAS, the City Council adopted Resolution 07-127 on October 2, 2007, fixing the employer's contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2008;

WHEREAS, the City Council adopted Resolution 08-116 on October 7, 2008, fixing the employer's contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2009;

WHEREAS, the City Council adopted Resolution 09-077 on September 15, 2009, fixing the employer's contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2010;

WHEREAS, the City Council adopted Ordinance No. 11-1467 amending the City's contract with CalPERS to include a "2% at 55" retirement plan, effective May 6, 2011;

WHEREAS, the City Council adopted Resolution No. 12-090 on September 4, 2012, approving an adjustment to the monthly medical insurance allowance provided to the City Clerk and City Treasurer, effective September 1, 2012;

WHEREAS, the City Council adopted Ordinance No. 13-1517, amending the City's contract with CalPERS to include the Pre-Retirement Option 2W Death Benefit (Section 21548);

WHEREAS, the City Council adopted Resolution No. 13-104 on November 19, 2013, establishing the City's vesting contribution under Section 22893.1 of the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2014;

WHEREAS, the City Council adopted Resolution No. 13-112 on November 19, 2013, fixing the employer's contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2014;

WHEREAS, the City Council adopted Resolution No. 14-024 on July 15, 2014, providing a six percent (6%) increase to the salary ranges of the City Clerk and City Treasurer in exchange for eliminating the City's Employer Paid Member Contributions (EPMC) pursuant to Government Code Section 20691 made under its various CalPERS pension plans for the City Clerk and City Treasurer, effective July 19, 2014;

WHEREAS, the City Council adopted Resolution No. 14-070 on July 15, 2014, eliminating the City's Employer Paid Member Contributions (EPMC) for the City Clerk and City Treasurer effective, July 19, 2014;

WHEREAS, the City Council adopted Resolution No. 14-085 on September 2, 2014, fixing the employer's contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2015;

WHEREAS, the City Council adopted Resolution No. 14-087 on September 2, 2014, establishing the City of Carson's vesting contribution under section 22893.1 of PEMHCA, effective January 1, 2015;

WHEREAS, the resolutions cited above have been incorporated into this Resolution No. 15-027;

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salary and benefits for the City Clerk and City Treasurer, which restates and replaces any and all pre-existing salary and benefit resolutions for the City Clerk and City Treasurer, including, but not limited to Resolution Nos., 06-091, 07-127, 08-116, 09-077, 12-090, 13-104, 13-112, 14-024, 14-070, 14-085, AND 14-087, to the extent that these resolutions provide benefits in excess of benefits provided herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

ARTICLE I **COMPENSATION**

SECTION 1 – SALARY:

- 1.1 Per approved Resolution No. 14-024, a six percent (6%) salary increase was provided to the City Clerk and City Treasurer in exchange for the elimination of all Employer Paid Member Contributions (EPMC), effective pay period beginning July 19, 2014.
- 1.2 Salaries shall be payable at the same time and in the same manner as salaries are paid to other officers and employees of the City.

SECTION 2 – LONGEVITY PAY:

- 2.1 The City agrees to pay the City Clerk and City Treasurer 2½% of their prevailing pay rate as longevity pay commencing after they have attained fifteen (15) years service credit.
- 2.2 The City agrees to pay the City Clerk and City Treasurer an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained twenty (20) years service credit.
- 2.3 The City agrees to pay the City Clerk and City Treasurer an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained thirty (30) years service credit.

SECTION 3 – REIMBURSEMENT:

The City agrees to provide the City Clerk and City Treasurer with eight-hundred dollars (\$800.00) for reimbursement in anticipation of expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; membership or association fees; or any other expenses which promote the professional development of the City Clerk and City Treasurer and promote the best interests of the City.

SECTION 4 – ALLOWANCE FOR MILEAGE AND BUSINESS EXPENSE:

The City shall reimburse the City Clerk and City Treasurer for use of their personal automobiles for official City business at the rate of five hundred fifty dollars (\$550.00) per month.

SECTION 5 - ALLOWANCE FOR MILEAGE:

- 5.1 The City shall reimburse the City Clerk and City Treasurer for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.
- 5.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars (\$75.00). Reimbursements exceeding seventy-five dollars (\$75.00) must be reimbursed through the City's demand register process.
- 5.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

ARTICLE II
INSURANCE AND RETIREMENT BENEFITS

SECTION 1 – HEALTH INSURANCE PREMIUM:

- 1.1 Effective January 1, 2015, the City shall pay up to, but not exceed, the total amount of one thousand five hundred forty-two dollars and sixty-three cents (\$1,542.63) per month for health insurance provided by the City for the City Clerk and City Treasurer and his/her eligible dependents, per approved Resolution No. 14-085.
- 1.2 Effective March 1, 2015, the cafeteria cap on the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month regardless of the number of dependents.
- 1.3 The City Clerk or City Treasurer may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. The City Clerk or City Treasurer electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, whichever is greater, to be put into a City-sponsored deferred compensation plan credited to the City Clerk or City Treasurer. The City Clerk or City Treasurer may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.
- 1.4 The City Clerk and City Treasurer shall have the right to use monies remaining from the sum originally provided for health insurance to purchase additional term life insurance, vision care and/or long term care insurance offered by the City.
- 1.5 Eligible retirees shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For retirees hired prior to January 1, 2014, the City shall pay the monthly health insurance premium in the same monthly amount as provided for active elected officials for the term of this Resolution.

For retirees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium in accordance with the following schedule:

Full-time service with Carson <u>at time of retirement</u>	% of difference between the required minimum contribution and the amount the City pays <u>for active employees</u>
0 –4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2 – DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not to exceed the amount of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for the City Clerk and City Treasurer and eligible dependents.
- 2.2 The City Clerk and City Treasurer may elect to discontinue or not enroll in dental insurance provided that they submit written proof of equivalent coverage. City Clerk or City Treasurer electing to discontinue or not enroll in the dental insurance program, shall receive seventy-five percent (75%) of the monthly premium, or sixty five dollars and twenty-five cents (\$65.25), to be placed into a City-sponsored deferred compensation plan credited to the City Clerk or City Treasurer. The City Clerk or City Treasurer may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3 – LIFE INSURANCE PREMIUM:

The City shall provide the City Clerk and City Treasurer with basic term life insurance coverage of not less than two hundred thousand dollars (\$200,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, \$110,000 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company. The City Clerk and City Treasurer shall have the right to purchase additional (supplemental) term life insurance through the City-sponsored programs using monies remaining from the monthly sum originally provided by the City for health insurance or, if none, by paying the additional premiums themselves through payroll deduction. The maximum additional term life insurance (supplemental insurance) the City Clerk and City Treasurer may purchase is up to the basic minimum of \$200,000, provided the EOI form is submitted and approved by the City's life insurance carrier. Otherwise, the maximum additional term life insurance (supplemental insurance) the City Clerk and City Treasurer may purchase is \$110,000.

SECTION 4 – SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:

- 4.1 The City shall provide long term disability insurance (or "LTD") benefits for the City Clerk and City Treasurer under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided on such terms as the City determines are in its best interest.
- 4.2 The City shall provide short term disability insurance (or "STD") benefits for the City Clerk and City Treasurer solely in order to provide the benefit during the 90-day LTD benefit waiting period. The City shall provide an STD plan for the City Clerk and City Treasurer under the terms, requirements and conditions compatible with the LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.
- 4.3 After a maximum of a 90-day waiting period:

- a. An elected official who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and
- b. An elected official who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave for twenty four (24) months. An elected official who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65).
- c. There shall be no reduction of LTD or STD benefits for a workers' compensation award for permanent disability. In no case shall an elected official on workers' compensation receive short-term or long-term disability benefits and workers' compensation salary continuation or temporary disability simultaneously.
- d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.
- e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

- a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.
- b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether an elected official is disabled from his or her own occupation, shall be determined by, not by the City.

4.5 The City is required to provide LTD only through a licensed insurance provider. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interests.

4.6 For injuries and other disabilities covered under California workers' compensation laws, elected officials shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers' compensation leave") or until the City's workers' compensation administrator terminates workers' compensation leave either due to payment

of a "compromise and release" settlement, a disability and/or service retirement, the elected official returns to work, or a refusal by the elected official to return to work following a determination by a physician that the elected official is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the elected official's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If an elected official is approved for workers' compensation leave, the elected official shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for elected officials who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

SECTION 5 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS):

- 5.1 The City shall continue to include elected officials that were elected into office prior to May 6, 2011, in the CalPERS "3% at 60" retirement plan with the following optional public agency contract provisions:
- a. The optional contract provision relating to one (1) year final compensation;
 - b. The optional contract provision relating to military service credit as public service;
 - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - d. The optional contract provision relating to two years additional service credit;
 - e. The optional contract provision relating to the ability to participate in the part time service credit purchase program, but solely at their own cost;
 - f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.2 The City shall include elected officials that are elected into office on or after May 6, 2011, and are defined by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) as "Classic Members", in the CalPERS "2% at 55" retirement plan with the following optional public agency contract provisions:
- a. The optional contract provision relating to one (1) year final compensation;
 - b. The optional contract provision relating to military service credit as public service;
 - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - d. The optional contract provision relating to two years additional service credit;
 - e. The optional contract provision relating to the ability to participate in the part time service credit purchase program, but solely at their own cost;

- f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.3 Effective July 19, 2014, per approved Resolution Nos. 14-024 and 14-070, the City Clerk and City Treasurer shall pay the full percentage of the member contributions on a pre-tax basis.

5.4 The City shall include elected officials that are elected into office on or after January 1, 2013, and are defined by Assembly Bill 340 – Pension Reform, as “New Members”, in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:

- a. The optional contract provision relating to military service credit as public service;
- b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- c. The optional contract provision relating to two years additional service credit;
- d. The optional contract provision relating to the ability to purchase part-time service credit, but solely at their own cost;
- e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.6 “New Members” shall pay the full percentage of the member contributions on a pre-tax basis.

SECTION 6 – DEFERRED COMPENSATION PROGRAMS:

6.1 The City shall continue to sponsor voluntary deferred compensation programs.

6.2 The City agrees to match the amount, dollar for dollar, up to five thousand five hundred dollars (\$5,500) per calendar year, contributed to the City Clerk's and City Treasurer's deferred compensation account.

SECTION 7 – VISION CARE PLAN:

The City shall sponsor a vision care program for elected officials and their eligible dependents as described in detail by the vision plan document. The City Clerk and City Treasurer shall pay the premium for the vision care plan and increases in the premium for the duration of the resolution. The City Clerk and City Treasurer may use monies remaining from the sum originally provided by the City for health insurance to pay the premium for vision care plan.

SECTION 8 – LONG TERM CARE PLAN:

The City shall sponsor a long-term care plan for the City Clerk and City Treasurer. They shall pay the premium for the long-term care plan and increases in the premium for the duration of this resolution. The City Clerk and City Treasurer may use monies remaining from the sum originally provided by the City for health insurance to pay the premium for the long-term care plan.

SECTION 9 – SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow the City Clerk and City Treasurer to deduct excess insurance premiums, unreimbursed medical expenses, and childcare payments before taxes.

ARTICLE III MISCELLANEOUS PROVISIONS

SECTION 1 – USE OF VETERANS PARK SPORTS COMPLEX:

- 1.1 The City Clerk and City Treasurer and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Elected Official -\$100.00 per year
Elected Official and family -\$150.00 per year

- 1.2 The City Clerk and City Treasurer who renew memberships shall receive the same percentage discount on the above prices as the general public receives at the time of renewal. For the purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

ARTICLE IV MODIFICATION AND DURATION

SECTION 2 – MODIFICATION AND WAIVER:

This Resolution contains all benefits for the City Clerk and City Treasurer and supersedes all prior Resolutions and practices.

SECTION 3 – SEVERABILITY:

In the event that any term, covenant, condition, or provision contained in this resolution is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, or provision of this resolution and the remainder of the resolution shall still be in full force and effect.


SECTION 4 – DURATION:

- 4.1 This Resolution shall be binding on the City and the City Clerk and City Treasurer when adopted by the City Council.
- 4.2 Except as otherwise provided herein, this resolution shall be in full force and effect until such time as amended or superseded by City Council ordinance or resolution.
- 4.3 This resolution supersedes Resolution Nos. 06-091, 07-127, 08-116, 09-077, 12-090, 13-104, 13-112, 14-024, 14-070, 14-085, AND 14-087.

PASSED, APPROVED, AND ADOPTED THIS 17th DAY OF FEBRUARY 2015.


MAYOR JIM DEAR

ATTEST:


CITY CLERK DONESIA L. GAUSE, CMC


APPROVED AS TO FORM:


CITY ATTORNEY

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

I, Donesia L. Gause, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is four; that the foregoing resolution, being Resolution No. 15-027 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 17^h of February, 2015, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS: Santarina, Davis-Holmes, and Robles
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Mayor Dear


City Clerk Donesia L. Gause, CMC

**City of Carson
Monthly Salary Schedule
Elected Officials
Effective June 28, 2008**

TITLE	SALARY
City Clerk	9,663
City Treasurer	9,663

City of Carson
Monthly Salary Schedule
Elected Officials
Effective July 19, 2014 (6% Salary Increase in lieu of elimination of EPMC)

TITLE		SALARY
City Clerk		10,243
City Treasurer		10,243



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE ALLIANT INSURANCE SERVICES, INC. CONTRACT (CONTRACT NO. C-22-070) EXERCISING THE FIRST OPTIONAL ONE-YEAR EXTENSION FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026 (CITY COUNCIL)

I. SUMMARY

In 2022, the City Council approved a 3-year contract, with two optional one-year extensions thereafter, with Alliant Insurance Services to provide brokerage services and access to the global insurance markets for City's coverages. The costs for exercising each optional extension was pre-negotiated and agreed to as part of the original contract. Since the inception of the contract Alliant has performed well, helping to improve the City's insurance coverages in a cost-effective manner. The first three-year term will end on June 30, 2025.

Staff is now asking City Council to approve Amendment No. 1 to exercise the City's first optional extension for the period of July 1, 2025 through June 30, 2026, at the per-negotiated cost of \$54,636.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Alliant Insurance Services, Inc., to exercise the first optional one-year extension at a cost of \$54,636 (Exhibit No. 2; "Amendment No. 1").
2. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

To protect the assets of the City from accidental loss, the City purchases various lines of insurance including Excess Liability, Auto Liability, Cyber Liability, Fiduciary Liability, Property, Crime and Excess Workers' Compensation. Since 2017, Alliant has served as the City's insurance broker of record. It is well positioned to provide these services because Alliant: 1) provides access to insurance markets only available to large global brokers, thereby ensuring that the City has broad coverage terms at competitive prices; 2) Specializes in public entity insurance and pools; and 3) Provides services such as claim advocacy, complementing the City's in-house resources. Alliant's dedicated Public Entity Division serves over 80% of California Cities and has a 98% client retention rate.

Moreover, Alliant is the exclusive broker for PRISM, the City's Excess Liability, Excess Workers Compensation and Cyber Liability carrier. If the City were to terminate its relationship with Alliant, all PRISM policies would then be canceled and replacement policies would have to be negotiated and placed with other carriers. Staff would need to use another broker to market and place these key coverages. The timing for such a change is not ideal due to hard market conditions and the City's claims experience. Staff has been advised, for example, that the Cyber Liability premium may double or worse if City were to switch carriers. Excess liability and workers compensation policies will be affected similarly. Another key consideration is the importance of maintaining continuity of coverage due to significant on-going claims activity.

The first three-year term of the 2022 contract will end on June 30, 2025. Staff is now asking City Council to approve Amendment No. 1 to exercise the first of two optional one-year extensions for the period of July 1, 2025 through June 30, 2026, at a cost of \$54,636.

V. FISCAL IMPACT

The cost of exercising Amendment No. 1 to the Alliant Contract is included in the proposed FY 25-26 budget in account: 101-50-660-172-6004.

VI. EXHIBITS

1. Alliant Insurance Services Contract (C-22-070)
2. Amendment No. 1

Attachments

[C-22-070 - ALLIANT INSURANCE SERVICES 22 MAY 18.pdf](#)
[\(Alliant Insurance\) Amendment No. 1 - \(1056249.2\).pdf](#)

EXHIBIT 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ALLIANT INSURANCE SERVICES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALLIANT INSURANCE SERVICES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective the 1st day of July, 2022 by and between the CITY OF CARSON, a California municipal corporation ("City") and ALLIANT INSURANCE SERVICES, 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 for the Term, including reimbursement for actual expenses, shall not exceed **One Hundred Fifty-Four Thousand Five Hundred Forty-Five Dollars (\$154,545)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event the City exercises one or both of its options to extend the Term for additional one year periods pursuant to Section 3.4, the compensation for said option period(s) shall be as set forth in Section 3.4 and Exhibit "C."

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:

Lilian Vanvieldt
(Name)

Senior Vice President
(Title)

<u>Courtney Ramirez</u>	<u>First Vice President</u>
(Name)	(Title)
<u>Rennetta Poncy</u>	<u>Senior Vice President</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 Roobik Galoosian, Risk Manager, or such other person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]



Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials JB

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(s) and year set forth below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis Holmes
Lula Davis-Holmes, Mayor

Date: _____, 2022

ATTEST:

K. Bradshaw
Dr. Khaleah K. Bradshaw, City Clerk



APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

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

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., a
California corporation

By: Greg Zimmer
Name: Greg Zimmer
Title: President
Date: April 1, 2022

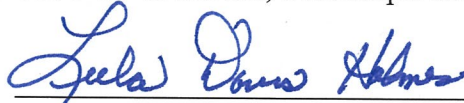
By: Jennifer E. Baumann
Name: Jennifer E. Baumann
Title: EVP, General Counsel, Corporate Secretary
Date: April 1, 2022
Address: 18100 Von Karman Avenue, 10th Floor
Irvine, CA 92612

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) and year set forth below.

CITY:

CITY OF CARSON, a municipal corporation



Lula Davis-Holmes, Mayor

Date: _____, 2022

ATTEST:

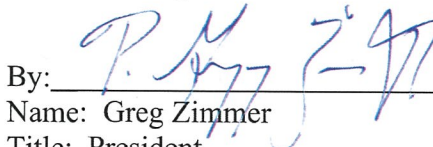
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

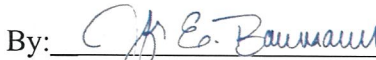
ALLIANT INSURANCE SERVICES, INC., a
California corporation



By: _____
Name: Greg Zimmer

Title: President

Date: April 1, 2022



By: _____
Name: Jennifer E. Baumann

Title: EVP, General Counsel, Corporate Secretary

Date: April 1, 2022

Address: 18100 Von Karman Avenue, 10th Floor
Irvine, CA 92612

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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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
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> 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:

- A.** Plan Review - Consultant shall review City's current insurance program(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by City, including but not limited to coverage for excess liability, excess Worker's Compensation, property, crime, storage tank liability, volunteer accident, and cyber liability.
- B.** Insurance Needs Assessment - Consultant shall work with City to determine City's insurance needs.
- C.** Insurance Marketing Plan - Consultant shall prepare and present to City its plan for marketing City to various carriers and/or Coverage providers. In furtherance of its plan, Consultant shall contact those markets that it has determined most likely to meet City's needs, as made known to Consultant, but shall not necessarily contact every available market for the particular Coverage being sought. Insofar as practical, Consultant shall honor City's timely and reasonable requests to contact specific markets, but Consultant shall not be obligated to present City to any carrier or Coverage provider which Consultant has determined would not be willing to quote City's business or would not give a competitive quote.
- D.** Insurance Marketing Results - Consultant shall present to the City in summary format information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
- E.** Review of Insurance Options - Consultant shall present along with the Marketing Results a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for City's convenience only. It is City's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
- F.** Obtain Coverage - Once the City has made its decision, Consultant shall take all steps necessary to communicate City's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the City.
- G.** Implementation - Consultant shall assist City in the preparation and distribution of materials relating to the implementation of its insurance program(s).
- H.** Ongoing Service - Consultant shall act as a liaison between the City and its insurance carrier or coverage provider.
- I.** Claim Analyst Advocacy

1. Claim file reviews will consist of carrier oversight to ensure aggressive claim resolution and reserve integrity. Claim file reviews will be no more frequent than quarterly and can be via telephonic/video conference or in-person.
2. Training session no more than twice per year on topics such as basic/advanced workers' compensation, claim reporting, employer level investigation, FEHA/Interactive process, etc.
3. Informational support such as distribution of City Briefings, legislative updates, self-insured assessments, etc.

J. Loss Control Advocacy

1. Liaison between the City and the carrier to ensure City questions are being answered and issues are being resolved.
2. Trend Analysis annually (if workers' compensation loss data is provided by carrier) to determine loss drivers and provide recommendations to reduce frequency and severity.

II. As part of the Services pursuant to Section I of this Exhibit "A", Consultant will prepare and deliver the following tangible work products to the City:

- A. Needs assessment Report and summary of insurance options, based on Consultant's plan review, insurance needs assessment, review of insurance options and other services described herein.
- B. Summary of insurance marketing results.
- C. Trend Analysis annually (if workers' compensation loss data is provided by carrier) to determine loss drivers and provide recommendations to reduce frequency and severity.
- D. Loss control assistance, upon City's request.
- E. Limited Risk Management services, upon City's request (e.g., safety inspection of new facilities, inspection or appraisal of new vehicles/equipment).

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

- A. Annual Stewardship Report
- B. Schedule of Insurance Coverage (annually and upon request)

- 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. Lilian Vanvieldt, Senior Vice President**
 - B. Courtney Ramirez, First Vice President; Lead Broker**
 - C. Rennetta Poncy, Senior Vice President**
 - D. Sandra Omari, Account Manager**

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions shown in *bold italics*, deletions shown in ~~strike through~~)

I. 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 *for three (3) years commencing on July 1, 2022, and expiring on June 30, 2025 ("Term").* ~~until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").~~ *The City may, at its sole discretion, elect to extend the Term by up to two (2) years, in one (1) year increments, by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration, for an amount not exceeding Fifty-Four Thousand Six Hundred Thirty-Six Dollars (\$54,636) for the optional one-year extension period commencing on July 1, 2025, and terminating on June 30, 2026, and Fifty-Six Thousand Two Hundred Seventy-Five Dollars (\$56,275) for the optional one-year extension period commencing on July 1, 2026, and terminating on June 30, 2027.*"

II. Section 2.4 ("Invoices") of the Agreement is hereby amended to read in its entirety as follows:

2.4 Invoices

"Consultant shall, on an annual basis upon or prior to commencement of services for the applicable fiscal year of this Agreement, furnish to City an original invoice for the applicable firm-fixed fees pursuant to Section I of Exhibit "C" in a form approved by City's Director of Finance. 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, *to the extent applicable*, 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."

III. Section 2.6 ("Additional Compensation Provisions") is hereby added to the Agreement to read in its entirety as follows:

"2.6 Additional Compensation Provisions.

(a) Additional lines of coverage. The Contract Sum takes into account brokerage services of those placements contemplated in this Agreement, including those specified in the City's request for proposals and Consultant's proposal submitted in response thereto. Additionally, the Contract Sum includes brokerage services related to City procuring (if it sees fit to do so) annual special event program insurance, i.e., a City-wide or program-wide blanket coverage that covers all of its listed events. Services for individual special events and vendors/contractors programs are not included within the Contract Sum, as these premiums are paid by the vendor or event holder. Services for additional lines of coverage not included within the Contract Sum as stated above will be provided at no additional charge, except for specialty lines such as creation of an OCIP, parametric product, loss portfolio transfer or captive. Such specialty lines would require a duly approved and executed written amendment to this Agreement and if so authorized would be billed at a commission cap rate of eleven percent (11%).

(b) Alliant Underwriting Services ("AUS"). The Contract Sum does not include AUS who are paid directly from the carriers for providing underwriting services to the APIP, ANML, OEL, NAMP and NALIP programs should the City choose to participate in one of these programs. It also does not include any fees for wholesalers or intermediaries, whose use is deemed necessary and beneficial in the placement of some of the City's insurance programs. Alliant does not own any wholesaler or intermediary firm. Note, the use of wholesalers and/or intermediaries shall be fully disclosed during placement negotiation.

(c) Transparency and Disclosure. During the Term of this Agreement, Consultant shall, upon request, disclose COMMISSIONS, where possible, received by Consultant in connection with any insurance placements on behalf of City under Consultant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Consultant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Consultant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Consultant's clients.

(d) Other Services.

(i) *Alliant Specialty Insurance Services (ASIS).* In addition to the Contract Sum that Consultant receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Consultant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to City and is agreed to by City as part of the premium. City further acknowledges that Consultant and ASIS maintain an arm's length relationship. City understands that while Consultant represents City as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

(ii) *Alliant Business Services (ABS).* Additionally, Consultant's internal operating group, Alliant Business Services (ABS), may receive compensation from Consultant and/or carriers for providing designated, value-added services. Services contracted for by the City directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Consultant and/or the carrier.

(e) Taxes & Fees, Third Party Brokers and Indirect Income. *Surplus Lines Fees and Taxes.* In certain circumstances, placement of insurance services made by Consultant on behalf of City, with the prior written approval of City, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to City and identified separately on invoices covering these placements. City shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Consultant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from City.

(f) Third Party Brokers. Consultant may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the City insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of Consultant (e.g., other companies of Consultant that provide services other than those included within the SCOPE OF SERVICES of this Agreement), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of Consultant's Fee and shall not result in additional fees or costs to the City.

(g) Indirect Income. "INDIRECT INCOME" means insurance carrier contingency arrangements. Consultant will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of City within the SCOPE OF SERVICE of this Agreement. The parties acknowledge that Consultant producers who solicit, negotiate, or place insurance products, or services for clients, including Client, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to Consultant. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://alliantinsurnace.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The "opt out" provision applies only to those accounts served directly by Consultant as a retail agent or broker. It does not apply to account placements for which Consultant's role is that of a wholesaler, MGA, or program administrator working with non-Consultant brokers who represent the client. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the Services set forth in Section I of Exhibit A at the following firm-fixed annual fees, provided that in the event this Agreement is terminated prior to expiration of any fiscal year for which Services were paid in advance pursuant to this Section and/or Section 2.4, the City shall be entitled to a pro-rated refund representing the portion of the fiscal year in which the Services were not rendered, which refund shall be paid to City within 30 days of the effective date of termination of the Agreement:

	RATE
A. Fiscal Year commencing on July 1, 2022 and terminating on June 30, 2023	\$50,000
B. Fiscal Year commencing on July 1, 2023 and terminating on June 30, 2024	\$51,500
C. Fiscal Year commencing on July 1, 2024 and terminating on June 30, 2025	\$53,045
<hr/>	
TOTAL:	<u>\$154,545</u>
D. <i>Optional at City's election – Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026</i>	\$54,636
E. <i>Optional at City's election – Fiscal Year commencing on July 1, 2026 and terminating on June 30, 2027</i>	\$56,275

- 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 personnel describing the work performed, the number of hours worked, and the hourly or annual rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$154,545 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

	<u>Beginning Date</u>	<u>Ending Date</u> <u>(unless extended in</u> <u>accordance with</u> <u>Section 3.4)</u>
A. Insurance Brokerage Services as described in Section I of <u>Exhibit "A"</u> (ongoing basis)	July 1, 2022	June 30, 2025

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.** Needs assessment Report and summary of insurance options, based on Consultant's plan review, insurance needs assessment, review of insurance options and other services described herein, to be delivered to the City no later than May 1 of each year during the Term of the Agreement.
- B.** Summary of insurance marketing results, to be delivered to the City annually, to be delivered to the City no later than May 1 of each year during the Term of the Agreement.
- C.** Trend Analysis (if workers' compensation loss data is provided by carrier) to determine loss drivers and provide recommendations to reduce frequency and severity, to be delivered to the City annually, to be delivered to the City no later than May 1 of each year during the Term of the Agreement.
- D.** Loss control assistance - per City's request.
- E.** Limited Risk Management services - per City's request.

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

EXHIBIT 2

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ALLIANT INSURANCE SERVICES, INC., a California corporation (“Consultant”) is effective as of the 1st day of July, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2022 (“Agreement”), whereby Consultant agreed to provide insurance brokerage related Services.

B. City and Consultant now desire to amend the Agreement to incorporate and formalize the City’s election to exercise its first option to extend the Agreement Term by one year to provide for continued Services from July 1, 2025 through June 30, 2026, in exchange for compensation in the amount of \$54,636 for Services for the one year extension period, thereby increasing the Contract Sum from \$154,545 to \$209,181.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (~~striketrough~~ represents deleted language while ***bold italics*** represents added language).

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

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation for the Term, including reimbursement for actual expenses, shall not exceed ***Two Hundred Nine Thousand One Hundred Eighty-One Dollars (\$209,181)*** ~~One Hundred Fifty-Four Thousand Five Hundred Forty-Five Dollars (\$154,545)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event the City exercises ~~one or both~~ of its options to extend the Term for ***an*** additional one year periods pursuant to Section 3.4, the compensation for said option period(s) shall be as set forth in Section 3.4 and Exhibit “C.””

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

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for ***four (4)*** ~~three (3)~~

years commencing on July 1, 2022, and expiring on June 30, ~~2026~~ 2025 (“Term”). The City may, at its sole discretion, elect to extend the Term by up to ~~one (1) year two (2) years~~, in ~~a~~ one (1) year increments, by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration, for an amount not exceeding ~~Fifty-Four Thousand Six Hundred Thirty-Six Dollars (\$54,636)~~ for the optional one-year extension period commencing on July 1, 2025, and terminating on June 30, 2026, and Fifty-Six Thousand Two Hundred Seventy-Five Dollars (\$56,275) for the optional one-year extension period commencing on July 1, 2026, and terminating on June 30, 2027.”

C. Section I of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“I. Consultant shall perform the Services set forth in Section I of Exhibit A at the following firm-fixed annual fees, provided that in the event this Agreement is terminated prior to expiration of any fiscal year for which Services were paid in advance pursuant to this Section and/or Section 2.4, the City shall be entitled to a prorated refund representing the portion of the fiscal year in which the Services were not rendered, which refund shall be paid to City within 30 days of the effective date of termination of the Agreement.”

		RATE
A.	Fiscal Year commencing on July 1, 2022 and terminating on June 30, 2023	\$50,000
B.	Fiscal Year commencing on July 1, 2023 and terminating on June 30, 2024	\$51,500
C.	Fiscal Year commencing on July 1, 2024 and terminating on June 30, 2025	\$53,045
D.	<i>Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026</i>	<i>\$54,636</i>
TOTAL:		<i>\$209,181</i> \$154,545
D.	<i>Optional at City's election — Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026</i>	<i>\$54,636</i>
E.	<i>Optional at City's election — Fiscal Year commencing on July 1, 2026 and terminating on June 30, 2027</i>	<i>\$56,275</i> ”

D. Section III of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“III. The total compensation for the Services shall not exceed ~~\$154,545~~ **\$209,181** as provided in Section 2.1 of this Agreement.”

E. Section I of Exhibit “D” (Schedule of Performance) is hereby amended as follows:

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

	<u>Beginning Date</u>	<u>Ending Date</u> <i>(unless extended in accordance with Section 3.4)</i>
A. Insurance Brokerage Services as described in Section I of <u>Exhibit “A”</u> (ongoing basis)	July 1, 2022	June 30, 2026 2025 ”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., 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
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	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
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE



Report to City Council, Successor Agency, and Housing Authority

Wednesday, May 21, 2025, 5:00 PM

CONSENT 22.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer

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

I. SUMMARY

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

City of Carson reserves (Invested assets): \$229,082,037.23

City of Carson available cash: \$34,235,847.97

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: \$23,210,329.77

II. RECOMMENDATION

RECEIVE and FILE

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to provide updates on reserve balances and available cash across Carson's entities. This report includes financial data for the City of Carson, the former Successor Agency, and the Housing Authority.

V. FISCAL IMPACT

None

VI. EXHIBITS

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

Attachments

[Cash rpt April 2025.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES SUMMARY APRIL 2025.pdf](#)

[CITY OF CARSON PORTFOLIO SUCCESSOR RESERVES SUMMARY APRIL 2025.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES HOUSING SUMMARY APRIL 2025.pdf](#)



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

	<u>Available Cash</u>	<u>Invested Funds</u>
General Fund	\$34,235,847.97	\$229,082,037.23
Successor Agency (restricted revenue)	\$6,180,393.46	\$7,677,710.63
Housing Authority (restricted revenue)	\$4,476,381.04	\$3,000,000.00
Co-Op Agreement (restricted revenue)	\$1,875,844.64	



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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.130	8,789,078.78	8,789,078.78	8,789,078.78	3.84
Preferred Premier Cash	MM942	3.500	42,753,683.93	42,753,683.93	42,753,683.93	18.66
Sub Total / Average Cash		2.925	51,542,762.71	51,542,762.71	51,542,762.71	22.50
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	236,215.50	0.11
East/West Bank 3.55 7/23/2025	178064422B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.94
East/West Bank 3.55 7/23/2025	178944242B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.94
East/West Bank 3.55 7/23/2025	178622841A	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.94
East/West Bank 3.55 7/23/2025	1785024444B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.94
East/West Bank 3.55 7/23/2025	178417994B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.94
East/West Bank 3.55 7/31/2025	178,011,696	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.48
East/West Bank 3.55 7/31/2025	0178225460-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.48
East/West Bank 3.55 7/31/2025	0178585526-L	3.550	1,088,513.59	1,088,513.59	1,088,513.59	0.48
East/West Bank 3.55 7/31/2025	0178800198-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.48
East/West Bank 3.55 7/31/2025	178,002,788	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.48
East/West Bank 4.11 11/26/2025	30069-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 8/8/2025	178659182L	4.150	1,086,498.51	1,086,498.51	1,086,498.51	0.47
East/West Bank 4.15 8/8/2025	178740303L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.47
East/West Bank 4.15 8/8/2025	178254698L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.47
East/West Bank 4.15 8/8/2025	178208467L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.47
East/West Bank 4.15 8/8/2025	178712582L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.47
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	3000006915-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.42 9/10/2025	300007199L	4.420	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 5.14 8/1/2025	6893B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.14 8/1/2025	6907B	5.140	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	241,163.18	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	234,663.94	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	234,458.90	0.11
Sub Total / Average Certificate Of Deposit		3.823	32,910,794.10	32,910,794.10	32,872,295.62	14.37
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	291,597.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	291,327.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	293,169.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	291,597.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	290,496.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	483,830.00	0.22
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,942,016.00	0.87
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.281	26,194,556.70	26,194,556.70	26,194,556.70	11.43
Sub Total / Average Local Government Investment Pool		4.281	26,194,556.70	26,194,556.70	26,194,556.70	11.43
Money Market						
East/West Bank MM	22,305	3.300	84,959,853.86	84,959,853.86	84,959,853.86	37.09
Sub Total / Average Money Market		3.300	84,959,853.86	84,959,853.86	84,959,853.86	37.09
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	972,990.00	0.44
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	995,890.00	0.44
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	974,030.00	0.44
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	962,820.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	963,330.00	0.44
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,962,480.00	0.87
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	477,530.57	0.21
FFCB 4 11/1/2029-25	3133ERZD6	4.121	1,000,000.00	994,627.33	1,006,120.00	0.44
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,006,590.00	0.44
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	972,720.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	961,140.00	0.44
FHLB 1.125 10/14/2026	3130APBS3	1.125	1,000,000.00	1,000,000.00	961,370.00	0.44
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	965,750.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	961,490.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	963,570.00	0.44
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	964,010.00	0.44
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	961,420.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 4.25 4/25/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.44
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	998,930.00	0.44
FHLMC 4.6 3/6/2030	3134HBBT7	4.600	1,000,000.00	1,000,000.00	999,190.00	0.44
Sub Total / Average US Agency		2.222	20,474,069.86	20,455,569.46	20,031,370.57	8.94
US Treasury						
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	996,490.00	0.44
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,007,620.00	0.44
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,994,480.00	0.87
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	994,770.00	0.44
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	996,330.00	0.44
T-Note 3.875 10/31/2029	91282CFL0	4.070	1,000,000.00	991,456.88	1,006,090.00	0.44
T-Note 3.875 11/30/2029	91282CFY2	4.056	1,000,000.00	991,936.23	1,005,820.00	0.44
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,011,020.00	0.44
T-Note 4 10/31/2029	91282CFT3	4.073	1,000,000.00	996,837.50	1,010,980.00	0.44
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	999,680.00	0.44
Sub Total / Average US Treasury		4.106	11,000,000.00	10,907,422.54	11,023,280.00	4.80
Total / Average		3.332	229,082,037.23	228,966,082.89	228,566,135.46	100



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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.500	6,197,630.08	6,197,630.08	6,197,630.08	80.72
Sub Total / Average Cash		3.500	6,197,630.08	6,197,630.08	6,197,630.08	80.72
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.281	1,480,080.55	1,480,080.55	1,480,080.55	19.28
Sub Total / Average Local Government Investment Pool		4.281	1,480,080.55	1,480,080.55	1,480,080.55	19.28
Total / Average		3.651	7,677,710.63	7,677,710.63	7,677,710.63	100



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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4.42 9/27/2025	3,000,022,368	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3,000,022,333	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3,000,022,341	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Sub Total / Average Certificate Of Deposit		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100.00
Total / Average		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER RESOLUTION NO. 25-070 APPROVING AN UPDATED SUCCESSOR
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE ASSOCIATION OF
MANAGEMENT EMPLOYEES (AME/SEIU) FULL-TIME UNION (CITY COUNCIL)

I. SUMMARY

The City Council previously approved the Memorandum of Understanding (MOU) between the City of Carson and the Association of Management Employees (AME/SEIU) Union, through Resolution No. 23-118 on July 5, 2023.

Following the City Council's direction, the City's negotiations team engaged in good-faith bargaining, as required by state law, with representatives of the AME/SEIU Full-Time unit to draft and present a successor MOU for the 2024-2027 period. The attached resolution is submitted for City Council's approval for the proposed MOU covering the period from July 1, 2024, to June 30, 2027.

Additionally, the City's negotiation team is in the final stages of completing MOU's with AFSCME Local 809 Part-Time; as well as SEIU represented bargaining group CPSA.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-070, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME/SEIU) FULL-TIME UNION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027.

III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

IV. BACKGROUND

The previous Memorandum of Understanding between the City of Carson and AME/SEIU full time employees expired June 30, 2024. The parties began negotiating the successor MOU. The labor relation representatives of the City and AME/SEIU bargaining unit's have prepared the successor MOU by attached resolution for approval, adopting and implementation.

The City's negotiation team appreciates the time and effort that AME/SEIU bargaining unit representatives have devoted in achieving this successor MOU agreement. Staff also thanks the AME/SEIU bargaining unit membership for their patience during this lengthy process to obtain an approved successor MOU. Through the negotiation process, the City's negotiation team was able to negotiate various terms and deal points. Namely, the most significant deal point included the following cost of living adjustments:

Cost of Living Increases-Compensation:

FY 2024/2025 6% COLA retro to July 1, 2024

FY 2025/2026 4% COLA effective July 1, 2025

FY 2026/2027 4% COLA effective July 1, 2026

Additional provisions and concessions were agreed to with the bargaining unit and are included in Resolution No. 25-070 and the attached MOU (exhibit 1).

V. FISCAL IMPACT

There is no fiscal impact related to the adoption of this resolution and execution of this MOU, as all related costs were incorporated in the Fiscal Year 2024-2025 adopted budget.

VI. EXHIBITS

1. Resolution No. 25-070-MOU and Salary Tables AME/SEIU Full-Time

Attachments

[Resolution No. 25-070-MOU and Salary Tables AME/SEIU Full-Time.pdf](#)

RESOLUTION NO. 25-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING (WITH UPDATED SALARY TABLE) BETWEEN THE CITY OF CARSON AND THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME/SEIU) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Carson (“City”) has and continues to recognize the Association of Management Employees (“AME/SEIU”) as the sole exclusive bargaining agent for those City employees designated as being in the association of management employee unit for all matters concerning wages, hours and working conditions; and

WHEREAS, the most current Memorandum of Understanding (“MOU”) between the City and AME/SEIU expired on June 30, 2024; and

WHEREAS, the City’s labor relations representatives and AME/SEIU representatives successfully met and conferred to negotiate a successor MOU between the parties pursuant to both the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq., and the City’s Employer-Employee Relations Resolution No. 85-107 (“EERR”), and jointly prepared and executed a Tentative Agreement dated July 5, 2023 for a successor memorandum of understanding (Tentative Agreement), which was approved by City Council’s adoption of Resolution No. 23-118 on July 5, 2023; and

WHEREAS, on July 5, 2023 the City Council adopted Resolution No. 23-118, approving the successor memorandum of understanding between the City and AME/SEIU for the period July 1, 2021 through June 30, 2024 (“AME/SEIU MOU”); and

WHEREAS, the City has recently updated the salary table for the AME/SEIU MOU and has also updated a few sections of the AME/SEIU MOU (collectively, “Updated AME/SEIU MOU”), such that the salary tables will be effective retroactively from the effective date of the AME/SEIU MOU from July 1, 2024; and

WHEREAS, AME/SEIU ratified the Updated AME/SEIU MOU by a vote of its membership, and the AME representatives have executed the same, such that the Updated AME/SEIU MOU can be considered by the City Council; and

WHEREAS, the City Council now desires to approve the Updated AME/SEIU MOU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are incorporated by reference herein.

Section 2. The City Council approves the Updated AME/SEIU MOU, a copy of which is attached hereto as Attachment 1 and authorizes the City Manager to execute the same.

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

Section 4. This Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED and ADOPTED this 21st day of May, 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. 25-070, was passed and approved by the City Council of the City of Carson at its meeting held on May 21, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk

ATTACHMENT 1
Updated AME/SEIU MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

**THE ASSOCIATION OF MANAGEMENT
EMPLOYEES (AME) REPRESENTING THE
MANAGEMENT EMPLOYEE BARGAINING
UNIT OF THE CITY OF CARSON**

JULY 1, 2024 to JUNE 30, 2027

ADOPTED BY RESOLUTION NO. 25-070

(RESCINDS AND REPLACES RESOLUTION NO. 23-118)

APPROVED MAY 21, 2025

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Appendix A – AME Monthly Salary Schedule effective July 1, 2024

Appendix B – AME Monthly Salary Schedule effective July 1, 2025

Appendix C – AME Monthly Salary Schedule effective July 1, 2026

ARTICLE I RECOGNITION

The City of Carson (hereinafter the “City”) recognizes the Association of Management Employees (AME) (hereinafter the “Union” or “AME”) as the sole exclusive bargaining agent for those City employees designated as being in the Association of Management Employees bargaining unit (hereinafter the "Unit") for all matters concerning wages, hours and working conditions. The classifications contained in this Unit are set forth in Appendix A.

It is agreed that this Memorandum of Understanding (hereinafter the "MOU") was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code, and pursuant to City Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson (hereinafter the "EERR"). The Union recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied throughout the City service.

ARTICLE II DEFINITION OF TERMS

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

SECTION 1. ACTING DUTY:

On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. CLASSIFICATION:

A position or group of positions sufficiently similar in respect to authority, duties and responsibilities that the same descriptive classification title is assigned.

SECTION 3. DAY:

A calendar day, unless otherwise designated.

SECTION 4. DEPARTMENT:

Any one of the five organizational departments of the City’s organizational structure managed by a Director or the City Manager.

SECTION 5. DIRECTOR:

An individual assigned to any of the following classifications: Director of Community Development, Director of Community Services /Parks & Recreation, Director of Finance, Director of Human Resources, Director of Public Works, Director of Information Technology and Security,

and any other Director position created during the terms of this MOU.

SECTION 6. DOMESTIC PARTNERSHIP:

As defined in the California Family Code Section 297, two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and that meet the conditions and/or requirements of Section 297 and related statutes defining such relationships.

SECTION 7. EMPLOYEE:

An individual compensated through the City payroll and appointed to a City classification.

SECTION 8. FULL TIME:

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

SECTION 9. IMMEDIATE FAMILY:

An employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis (which means to assume the duties and responsibilities of a parent; in the place of a parent). "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

SECTION 10. LEAVE:

An absence from work.

SECTION 11. MANAGEMENT:

An employee in any classification designated by the City Manager as managerial.

SECTION 12. MANAGER:

For the purposes of this MOU, a manager shall include those classifications listed in Appendix A of this document.

SECTION 13. PAY PERIOD:

A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

SECTION 14. POSITION:

Authority, duties and responsibilities assigned by the City which constitute the services to be performed by a Unit member.

SECTION 15. PREVAILING PAY RATE:

The basic pay rate within a pay range paid to a City employee for the performance of the duties and responsibilities of a classification.

SECTION 16. SENIORITY:

A status acquired by an employee based upon the employee's period of total actual service in a specific job classification.

SECTION 17. TENURE:

A status acquired by an employee based upon the employee's period of total actual service with the City.

SECTION 18. UNIT MEMBER:

An individual compensated through the City payroll, appointed to a City classification and designated to be within this Unit for labor bargaining purposes.

SECTION 19. WESTERN CONTINENTAL UNITED STATES:

The Western Continental United States shall be defined as west of the Continental Divide.

SECTION 20. WORKDAY:

A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 21. WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and concludes at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 22. WORK SCHEDULE:

A full-time work schedule is a 40 hour per workweek schedule consisting of:

- Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director of the Unit member's Department. For example, nine (9) hours in a workday for four (4) consecutive workdays followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

ARTICLE III COMPENSATION

SECTION 1. SALARY:

- 1.1 FY 2024/2025 6% Cost-of-living-adjustment (COLA) (effective and retroactive to July 1, 2024)
- 1.2 FY 2025/2026 4% COLA (effective and retroactive to July 1, 2025)
- 1.3 FY 2026/2027 4% COLA (effective July 1, 2026)

SECTION 2. LONGEVITY PAY:

- 2.1 The City agrees to continue to pay Unit members two and one-half percent (2.5%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining fifteen (15) years' service credit.
- 2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to continue to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty (20) years' service credit.
- 2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty-five (25) years' service credit.
- 2.4 In addition to the longevity pay in Sections 2.1, 2.2 and 2.3 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining thirty (30) years.

SECTION 3. ACTING DUTY PAY:

- 3.1 The City Manager, or his/her designee, may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant, either permanently or temporarily, or newly created, subject to all of the provisions of Section 3 herein.
- 3.2 A Unit member may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. Only Unit members in good standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan/performance improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty. To be eligible for an Acting Duty status, Unit members must meet the minimum qualifications of the job for the acting assignment.
- 3.3 An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee. The City

Manager, or his/her designee, may extend an acting duty appointment, at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities. In the event an Acting duty appointment is extended past ninety (90) days, the City Manager, or his/her designee shall perform a status review and began filing the position through normal means, including adding an additional position of said filled position in the City's budget if applicable. Positions shall not be filled with Acting Duty appointments longer than one calendar year. The provisions of Section 3.3 shall not be applicable for any absence due to an employee who is on an approved protected leave.

- 3.4 A Unit member appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the Unit member's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 A Unit member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 3.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit member's regular classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 3.5 of Article III.
- 3.7 A Unit member appointed to acting duty status shall receive Acting Duty Pay commencing only after serving in the acting duty position for forty (40) consecutive hours from the effective date of the acting assignment.
- 3.8 A Unit member has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Director.
- 3.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.
- 3.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.
- 3.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.
- 3.12 A Unit member shall not receive Acting Duty Pay during any approved leave for any period of time greater than two (2) weeks in a calendar year. (Example: Jane Employee is in an acting assignment and has three days of approved vacation and shall qualify for the provision of Acting pay under this Section.

- 3.13. The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full time Unit member. However, the City Manager or his/her designee may employ a temporary or contract employee in an interim appointment position.
- 3.14. The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of qualified Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of qualified Unit members, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of qualified Unit members, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority. An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding ninety (90) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the qualified Unit member will be placed at the bottom of the acting rotation list. For a Unit member that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection is not followed.
- 3.15. A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the Unit member is being placed on the bottom of the list i.e. to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e. a shorter term acting assignment. A Unit member may not be removed from an acting duty eligibility list without their written permission.
- 3.16. When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated work load in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager and the work group's Director.
- 3.17. The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Human Resources Director prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.
- 3.18. If a Unit member has served in an acting capacity long enough to satisfy the normal probation period, and if the Unit member is promoted into the position that he/she has been acting in, the probationary period shall be reduced to ninety (90) days.

SECTION 4. SALARY ADVANCEMENT:

- 4.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.
- 4.2 In addition to those conditions provided for in the City's Standard Management Procedures ("SMPs"), Unit members shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step 1	Monthly Salary Step 2	Monthly Salary Step 3	Monthly Salary Step 4	Monthly Salary Step 5	Monthly Salary Step 6
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step 3	After at least 12 months in Step 4	After at least 12 month in Step 5

- 4.3 If a Unit member's performance evaluation has not been completed, discussed with the Unit member and received by Human Resources by the merit date, the merit increase will be processed as scheduled.
- 4.4 The City Manager, at his/her sole discretion, or upon the recommendation of a Director, may grant an accelerated merit pay increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection 5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean receiving an "outstanding" rating on his/her most recent performance evaluation, such performance evaluation which is current.
- 4.5 The City shall retain its flexibility to hire employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 5. ALLOWANCE FOR MILEAGE:

- 5.1 The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.
- 5.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars (\$75.00). Reimbursements exceeding seventy-five dollars (\$75.00) must be reimbursed through the City's demand register process.
- 5.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 6. ALLOWANCE FOR UNIFORMS:

The City shall, in its sole discretion, determine eligibility standards for uniforms.

SECTION 7. ALLOWANCE FOR SAFETY SHOES:

Employees who, in the course of their work, enter environments that are safety sensitive (i.e. construction sites, crawl spaces, etc.) will be provided a safety shoe reimbursement up to one hundred and seventy-five dollars (\$175). These positions include: Traffic Engineer and, at the discretion of the Director, any other position deemed appropriate.

SECTION 8. COMPENSATED OVERTIME:

Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 9. COURT SUMMONS/SUBPOENA/JURY DUTY:**9.1 Summons and Subpoenas:**

- a. Any Unit member summoned to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Unit member's duties, or at the direction of the City Manager, City Attorney or any Director, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be paid their prevailing pay rate during such court service. To the extent that the Unit member is called by someone other than the City, the Unit member shall make the necessary arrangements to be on call for testimony.
- b. Unit members that are to be called as witnesses at the proceedings listed above shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.
- c. Any Unit member appearing to provide testimony on behalf of himself/herself, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.
- d. Unless the absence due to a court appearance severally interferes with department operations, the Director will not unreasonably deny requests for approved leave for the purposes described in "b" above.

9.2 Jury Duty:

Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Payment for

jury duty shall be limited to those work days, or portions of work days, which fall during the Unit member's regular work schedule, and shall not exceed forty (40) hours in any work week.

SECTION 10. BILINGUAL USAGE PAY:

- 10.1 The Human Resources Director may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the Unit member's Director.
- 10.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Director, to the Human Resources Director.
- 10.3 Bilingual usage pay shall be one hundred dollars (\$100.00) per month.
- 10.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.
- 10.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 11. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Management Unit Members – seven hundred-fifty dollars (\$750.00)

Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

SECTION 12. PAYCHECK DISTRIBUTION:

- 12.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Union will be advised thirty (30) working days in advance.
- 12.2 Payment distribution shall be through mandatory direct bank deposits except for Unit members who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Human Resources Director and the Finance Director to be granted exception.
- 12.3 The City does not permit payroll check advances.

SECTION 13. OVERPAYMENT REMEDY:

Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Unit members shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll check is the final or termination check issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any Unit member of an overpayment, does not waive the City's right to repayment. To align with Government Code Section 19838, that governs state agencies and are used by local agencies as best practices, the City agrees that the statute of limitations to recover an overpayment is three (3) years from the date of overpayment. If an overpayment is discovered, the City will notify the employee of the overpayment amount and provide details of how the amount was calculated. After notification, the employee will be given the option to arrange a reasonable repayment plan based on factors such as size of overpayment and the employee's financial situation.

SECTION 14. REDEMPTION OF ACCUMULATED LEAVE:

Unit members covered by this MOU may redeem up to one hundred eighty (180) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

- 14.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.
- 14.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.
- 14.3 In no event shall a Unit member receive pay for more than one hundred eighty (180) hours in a fiscal year, under the terms of this Section.

SECTION 15. SICK LEAVE INCENTIVE PROGRAM:

- 15.1 Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for 50% of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period. At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 15.2 The Unit member shall indicate election by written request to the Finance Director on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.
- 15.3 When a Unit member elects to receive payment in cash or annual leave, such Unit member's sick leave balance shall be reduced by the amount paid off in cash or converted

to annual leave credit. Sick leave not converted as provided herein to cash or annual leave will accumulate as sick leave credit.

- 15.4 To be eligible for this provision, a Unit member must have been a full-time regular Unit member for two full years prior to the calendar year during which the sick leave to be so converted is earned. The Unit member must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 16. DIRECT LEAVE DONATION:

In accordance with the Person to Person Leave Donation SMP, Unit members may donate up to 25% of any combination of their accrued leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of the combined leave. These donated hours, as approved by the City, are limited to three hundred twenty (320) hours in a two-year period and shall accrue directly to the donated sick leave bank of any designated active Full-Time employee of the City. In order for a Unit member to qualify for the Person to Person Leave Donation Program, the Unit member must have exhausted all of his/her own accrued leave balances. Under certain circumstances, as spelled out by the Person to Person Leave Donation SMP unused donated leave will be returned to donating Unit members. The City will establish a separate leave code for donated leave separate from sick leave. Unit members meeting the requirements within this section may solicit donations from other City employees.

SECTION 17. SERVICE ORGANIZATION MEMBERSHIP:

The City will pay up to one hundred fifty dollars (\$150.00) per fiscal year for membership in one Carson-based service organization for management Unit members.

SECTION 18. EDUCATION/TUITION REIMBURSEMENT:

City will reimburse a Unit member up to the California State University in-state rate (per semester, quarter, or academic year: <https://www.calstate.edu/attend/paying-for-college/tuition-by-year>) for continuing education through an accredited program that either offers growth in an area related to the Unit member's current position or that may lead to promotional opportunities, as determined by the Human Resources Director. This education may include college courses, continuing education units, adult education classes, certification examination fees, and job-related workshops/seminars/conferences not already paid for by the City on behalf of the employee.

The Unit member must take the course on the member's own time. City time may not be used to attend educational opportunities covered by this program. If a course is only offered during regularly scheduled work hours, the Unit member's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

A Unit member must secure a passing grade of "C" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received. Full-time, regular Unit members who have completed six-months of employment are eligible. The deadline for submitting Education Reimbursement Forms for any expenses of the prior Fiscal Year is the end of the second full pay period of July.

California State University Dominguez Hills Incentive

Unit members who are students enrolled in course work at California State University Dominguez Hills shall be eligible for additional reimbursement of parking permits (excluding violation fees and citations) and required reading materials/textbooks, to be confirmed by instructor/school issued course syllabi or other official university documentation.

The Education Tuition Reimbursement program may be revoked or suspended by the City Council at anytime and at the City Council's discretion, without requirement for meet and confer. Should the City Council decide to revoke or suspend the program, Unit members currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

SECTION 19. JOB REQUIRED PROFESSIONAL CERTIFICATION AND/OR LICENSE:

Possession of a professional certification and/or license that is required for employment and noted in the job specifications, the renewal will be paid by the City. Any professional certification and/or license that is not a requirement for employment will not be paid by the City.

ARTICLE IV LEAVES

SECTION 1. ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

- 1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.
- 1.2 The City Manager or the Unit member's Director has the exclusive authority to approve the use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager or Director shall permit annual leave to be used at the Unit member's discretion.
- 1.3 Unit members shall be credited with annual leave at the following accrual rates:
 - a. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof from the date of appointment;
 - b. Fifteen and thirty-three hundredths (15.33) hours for each month of service or major portion thereof upon commencement of the Unit member's sixth year of service; and,
 - c. Eighteen and sixty-six hundredths (18.66) hours for each month of service or major portion thereof upon commencement of the Unit member's eleventh year of service.
 - d. Upon the twentieth anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c above.

- e. Upon the twenty-first anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c & 1.2d above.
 - f. Upon the twenty-second anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c, 1.2d, and 1.2e above.
 - g. Upon the twenty-third anniversary date and each anniversary date thereafter, Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsections 1.2c, 1.2d, 1.2e, and 1.2f above.
- 1.4 Unit members shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
 - 1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any time.
 - 1.6 The cap for unit members' annual leave shall be seven hundred (700) hours. Unit members may temporarily accrue above the cap limit, but must cash out their annual leave quarterly to maintain the cap limit. Accordingly, the annual cash out maximum is 120 hours.
 - 1.7 When a Unit member separates from the City service they shall be compensated for any accrued annual leave, calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. SICK LEAVE:

The City shall provide Unit members with sick leave subject to the following conditions:

- 2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.2 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one-half hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 2.3 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury or quarantine of the Unit member's immediate family, or for bereavement. Sick leave shall be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Unit member or his/her immediate family. Unit members shall also use any accrued sick leave for leave necessitated as the result of

pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown- Roberti Family Rights Act), 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act), or leave under the Americans with Disabilities Act or California Fair Employment and Housing Act.

- 2.4 When a Unit member wishes to use accrued sick leave, the Unit member shall notify their Director, or his/her designee, of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the General Manager, or his/her designee, of their physical condition.
- 2.5 When a Unit member uses sick leave, the Unit member shall complete and submit a signed leave request form. When a Unit member uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the Unit member to present upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.
- 2.6 Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 2.7 When employment terminates, Unit members shall be compensated for one-half (1/2) the value of accrued sick leave, provided the Unit member has 1,825 calendar days (5 years) of service. For purposes of this subsection, "service" shall mean the length of employment with the City since the most recent date of hire, with no credit for time spent on leaves of absence without pay beyond the initial two (2) weeks of any such leave of absence. The value of accrued sick leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay, on the date of the Unit member's separation from City service. A rejected probationary Unit member shall not be paid for any accrued sick leave.
- 2.8 The Unit member's Director may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a catastrophic illness or injury to the Unit member or his/her immediate family.

SECTION 3. ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

- 3.1 Unit members who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred eighty (180) hours of administrative leave.
- 3.2 Use of administrative leave shall require the prior written approval of the Director. The Director shall permit administrative leave to be used at the discretion of the Unit member, unless the Director determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.

- 3.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 3.4 Unit members shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 4. LEAVE OF ABSENCE WITHOUT PAY:

- 4.1 The City Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of eight (8) working days or less, the Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.
- 4.2 The City Manager has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant a Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA) and/or California Family Rights Act (CFRA).
- 4.3 The continuation of City paid benefits period for Unit members on leave without pay for medical reasons shall be 90 days or longer in accordance with the FMLA, CFRA, and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA and/or PDL shall not be eligible for the 90 day continuation of benefits.
- 4.4 Except as required by applicable law, the City shall not grant an unpaid leave in excess of one (1) year for Unit members with five (5) years or less tenure, or in excess of three (3) years for Unit members with more than ten (10) years tenure. A Unit member on an unpaid leave for sixty-one (61) days or more shall not accrue seniority or tenure for that portion of the leave over sixty (60) days. After the expiration of the unpaid leave, the Unit member shall be assigned to his/her former classification. Probationary Unit members are not eligible for unpaid leaves of absence, except as required by law. The Unit member requesting the leave shall state in writing the reasons for the request.

SECTION 5. WORKERS' COMPENSATION LEAVE:

The City will provide Unit members with workers compensation coverage and leave in accordance with California workers compensation law.

- 5.1 Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates workers compensation leave due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Comp leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.
- 5.2 Unit members who are still disabled after seventeen (17) weeks may apply for long term disability leave and long term disability benefits in accordance with Article V, Section 4.
- 5.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.
- 5.4 As used in this Section 5, the term "disabled" or "disability" shall have that meaning set forth in California workers' compensation law.
- 5.5 If in the opinion of the City, the City's claims administrator, or the Workers Compensation Appeals Board, a Unit member has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 6. MILITARY LEAVE:

The City shall grant military leave to Unit members as required in the California Military and Veterans Code Sections 389 through 395.4.

SECTION 7. TIME OFF FOR VOTING:

The City shall provide Unit members with time off for voting subject to the following conditions:

- 7.1 When an Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, and with the approval of the Director, take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director may not authorize a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work

period, whichever allows the Unit member the most time for voting and the least time off from work.

- 7.2 If the Unit member knows or has reason to believe that time off for voting shall be necessary on Election Day, the Unit member shall notify the Director, in writing, of that fact at least two (2) work days in advance.

SECTION 8. REST PERIOD:

The Director shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the work day.

SECTION 9. HOLIDAY LEAVE:

- 9.1 The City shall provide Unit members with the following fourteen (14) holidays with pay subject to the following conditions:

January 1st (New Year's Day)
 The third Monday in January (Dr. Martin Luther King Jr. Day)
 January 30th (Fred T. Korematsu Day)
 The third Monday in February (President's Day)
 March 8th (International Women's/Rosa Parks Day)
 March 31st (Cesar Chavez Day)
 The last Monday in May (Memorial Day)
 June 19th (Juneteenth)
 July 4th (Independence Day)
 The first Monday in September (Labor Day)
 October 25th (Larry Itliong Day)
 November 11th (Veteran's Day)
 The fourth Thursday in November (Thanksgiving Day)
 December 25th (Christmas)
 Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

- 9.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unit members annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or get the leave conversion, the Unit member must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member on his or her regularly-scheduled workday immediately before or after the holiday.

- 9.3 When any day designated as a holiday falls on the Unit member's regular day off, the Unit member shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to the Unit member's annual leave balance.
- 9.4 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly-scheduled workday immediately before or after the half-day holiday.
- 9.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred forty (140) hours annually regardless of a Unit member's work schedule.
- 9.6 When a Unit member is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.
- 9.7 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that all Unit members accrue the same number of holiday hours.

SECTION 10. BEREAVEMENT LEAVE:

A Unit member will be allowed 5 work days of paid bereavement leave per occurrence in the event of the death of the Unit member's spouse, domestic partner, children, step children, foster children, parent, step parent, brother, sister, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, or grandchildren. The time must be used by the employee within three (3) months within the family members date of death.

ARTICLE V INSURANCE AND RETIREMENT BENEFITS

SECTION 1. HEALTH INSURANCE PREMIUM:

- 1.1 Effective July 1, 2024, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Riverside and San Bernardino counties) for each Unit member and eligible dependents.
- 1.2 [RESERVED]
- 1.3 The cafeteria cap for the use of excess monies shall be two hundred dollars (\$200.00) per month for all Unit members regardless of the number of dependents.

- 1.4 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long term care insurance offered by the City.
- 1.5 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.
- 1.6 Unit members covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.
- 1.7 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes by CalPERS. To the extent that California law requires that domestic partners are entitled to health insurance coverage, the term "dependent" shall include domestic partners. The term "domestic partner" shall have the meaning set forth in Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Division Family Code Section 597.
- 1.8 Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of Assembly Bill No. 1144 providing for a postretirement health insurance vesting schedule, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the following schedule:

Full-Time service with Carson <u>at time of retirement</u>	% of difference between the required minimum contribution and the amount the City pays <u>for active Unit members</u>
0 – 4.99 years	0%
5 years	50%
6 years	60%

7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2. DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.
- 2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents (\$56.55) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3. LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time Unit member with term life insurance coverage of not less than one hundred thousand (\$100,000.00), subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the Unit member's health insurance. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

SECTION 4. SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:

- 4.1 The City shall provide long term disability insurance (or "LTD") benefits for each full-time Unit member ("covered Unit member") under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interest, after meeting and consulting with the bargaining units.
- 4.2 The City shall provide short term disability insurance (or "STD") benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member under the terms, requirements and conditions compatible with the City's LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.
- 4.3 After a maximum of a 90-day waiting period:

- a. A covered Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and
 - b. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65).
 - c. There shall be no reduction of LTD or STD benefits for a workers' compensation permanent disability award. In no case shall a Unit member on workers' compensation receive short-term or long-term disability benefits and worker's compensation salary continuation or temporary disability benefits simultaneously.
 - d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.
 - e. The only allowable offsets are those listed in the LTD and STD policies.
- 4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:
- a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.
 - b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.
- 4.5 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers compensation leave") or until the City's workers compensation administrator terminates workers compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled,

whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

- 4.6 While on short term or long term disability, Unit members may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of the Unit member's regular salary in conjunction with the disability benefit payment.

SECTION 5. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

- 5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

- a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);
- b. The optional contract provision relating to military service credit as public service;
- c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- d. The optional contract provision relating to two years additional service credit;
- e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;
- f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

- 5.2 Unit members shall pay the full percentage of the member contributions.

- 5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing (May 6, 2011) for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as "Classic Members", the City shall include such Unit members in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

- a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);
- b. The optional contract provision relating to military service credit as public service;

- c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- d. The optional contract provision relating to two years additional service credit;
- e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;
- f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.4 Unit members shall pay the full percentage of the member contribution.

5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as “New Members”, the City shall include such Unit members in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:

- a. The optional contract provision relating to military service credit as public service;
- b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- c. The optional contract provision relating to two years additional service credit;
- d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;
- e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost.

5.6 “New Members” shall pay the full percentage of the member contributions.

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will continue to match Unit member's annual contributions to their deferred compensation account, dollar for dollar, up to the following amount:

Unit members: Two thousand six hundred dollars (\$2,600.00) per calendar year.

Funds shall be electronically transferred each payday. The City shall match each employee contribution at the time the employee makes said contribution deposit into their deferred compensation plan up until the employee reaches the maximum City's match per calendar year.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Unit members may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Unit member to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE VI SAFETY

SECTION 1. SAFETY RESPONSIBILITIES:

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.
- 1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real and substantial risk of harm to the Unit member.

SECTION 2. SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. SAFETY COMMITTEE:

The City and the Union shall jointly participate in an advisory safety committee. The safety committee membership shall include at least one (1) Union representative. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 4. USE OF VETERANS PARK SPORTS COMPLEX:

All Unit members and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Unit member – one hundred dollars (\$100.00) per year

Unit member and family – one hundred fifty (\$150.00) per year

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

ARTICLE VII CITY RIGHTS

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The City retains the exclusive right to exercise its right to manage and direct the performance of the City services and the work force performing such services. The following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The City shall meet and confer over matters that may impact members of this Unit.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

- a. Determine issues of public policy;
- b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- c. Expand or diminish services;
- d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;
- e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
- f. Determine job classifications;
- g. Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;
- h. Initiate disciplinary action;

- i. Determine policies, procedures and standards for selection, training and promotion of employees;
- j. Establish Unit member performance standards, including but not limited to quality and quantity standards;
- k. Maintain the efficiency of governmental operations;
- l. Exercise complete control and discretion over its organization and the technology of performing its work and services;
- m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and,
- n. Determine any and all necessary actions to carry out its mission in emergencies.

The exclusive decision making authority of the City and management on matters involving the City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2. CONCERTED REFUSAL TO WORK:

- 2.1 If a Unit member engages in or induces other Unit members to engage in any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law or any valid court order, such Unit member may be subject to disciplinary action, up to and including discharge, subject to applicable laws and procedures.
- 2.2 In the event the Unit engages in, encourages, or condones in any manner any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law, or any valid court order, the City, in addition to any other lawful remedies available to it, may seek appropriate legal relief. However, the City shall not suspend recognition of the Unit or withdraw its rights under this agreement without due process and negotiation in compliance with the MMBA.
- 2.3 The City shall not lock out Unit members.

SECTION 3. FURLOUGHS:

City shall maintain the right to furlough employees during the term of this Amended & Restated Tentative Agreement and the successor MOU if the City Council formally declares a “fiscal emergency.” Notice to, and meet and confer with, the Union is still required before taking any action. The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work.

**ARTICLE VIII
UNION RIGHTS AND SECURITY**

SECTION 1. DUES DEDUCTIONS:

- 1.1 **Union Dues.** The City shall provide any newly hired Association of Management Employees (AME) members, with an authorization notice advising them that Union dues may be applicable pursuant to Government Code section 3502.5. Management employees who wish to join AME shall inform the Union of their intent and the Union shall provide notice to the City to deduct Union dues from the Unit member's paycheck and remit the dues to the Association within fourteen calendar days of the deduction.
- 1.2 **Changes in Union Dues.** Any changes in the Union dues must be given to the City a minimum of twenty-one (21) calendar days prior to the change to accommodate changes to payroll. Membership within and/or payment of any dues or fees to the Union shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the Union. The Union shall notify the City within twenty-one (21) calendar days of any discrepancy(ies) concerning dues or other payroll deductions pursuant to this Article. If the Union does not notify the City of any discrepancy within twenty-one (21) calendar days, then the City shall be relieved of any further responsibility.
- 1.3 **Sufficient Earnings.** The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the Union dues. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues.
- 1.4 **Records.** Pursuant to Government Code section 3502.5(f), the recognized employee organization shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the recognized employee organization, within sixty (60) days after the end of the recognized employee organization's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.
- 1.5 **Indemnification.** The Unit shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and the Unit's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Unit agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

SECTION 2. LEGAL COUNSEL:

The City agrees to provide Unit members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 3. RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

- 4.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.
- 4.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.
- 4.3 A Unit member's designated representative may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.
- 4.4 Up to 4 representatives and/or officers of the Union will be permitted to use release time to attend meet and confer sessions. Up to 2 representatives and/or officers of the Union will be permitted to use release time to attend Personnel Committee meetings or Labor/Management meetings scheduled by the City during work hours. The City shall not be liable for overtime payments for sessions or meetings beyond regular work schedules.
- 4.5 Release time is not available for external grievance or legal procedures, such as PERB, court hearings, etc.
- 4.6 Unit representatives shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.
- 4.7 Unit representatives may request release time from the employer-employee relations officer for a special meeting of Unit representatives or the general membership not otherwise covered in this provision. Such requests shall be in writing stating the reasons for such request.
- 4.8 Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.

- 4.9 Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member. However, the City Manager, Assistant City Manager, or the Human Resources Director may pre-authorize overtime for labor relations related purposes.
- 4.10 Release time is not available for labor relations related administrative or legal proceedings, except that the bargaining unit may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member's normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed "on call" with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member's normally scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.
- 4.11 Unit members shall be permitted one (1) hour of paid release time per month to attend membership meetings. The bargaining unit will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

SECTION 4. CONFERENCE ATTENDANCE:

The City agrees to permit Management Unit members to attend one work-related professional conference of their choosing during each fiscal year, with the approval of the Unit member's Director, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States, and shall be consistent with any SMP authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the Unit member's Director may require the Unit member to attend. The Unit member will receive no additional compensation or consideration if the Unit member chooses not to make use of this opportunity in a given fiscal year.

SECTION 5. FAIR LABOR STANDARDS ACT:

- 6.1 The Union affirms the City's right and obligation to determine the jobs in the City of Carson that are exempt according to the provisions of the Fair Labor Standards Act.
- 6.2 The Union agrees that management classifications and positions represented by the Union are exempt as defined in the Fair Labor Standards Act.
- 6.3 The Union agrees that the positions marked as exempt in Appendix A are currently defined by the City as exempt in accordance with the Fair Labor Standards Act.
- 6.4 The Union agrees that these positions determined to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the overtime provisions of the City of Carson Personnel Rules.

SECTION 6. REORGANIZATION OR RECLASSIFICATION:

The City agrees to meet and confer with the Union in the event of any reorganization and/or reclassification impacting on the members of the Union. The decision to reclassify job classifications shall remain within the sole discretion of the City.

SECTION 7. FLEXIBLE WORK SCHEDULES:

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the work day, such as: modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

SECTION 8. LATERAL TRANSFERS:

- 9.1 Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the Human Resources Department. When the Human Resources Department receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the Human Resources Department will notify that Unit member of the recruitment during the promotional recruitment period, and provide the Unit member with a recruitment flyer. Testing requirements will be waived if the candidate meets the minimum requirements of the open position.
- 9.2 Unit member lateral transfer candidates shall be advanced directly to an interview with the hiring authority, at a time that is to be determined by the hiring authority. The selection decision shall be at the discretion of the hiring authority. Lateral transfer candidates shall not have superior rights to the open position over the rights of the promotional candidates.

SECTION 9. UNION ACCESS TO NEW EMPLOYEE ORIENTATION & INFORMATION:

Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status." (i.e. part-time to full time, promotional, etc.)

The City agrees, pursuant to AB 119, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees once a year or upon request as long as the prior request for such information or the provision of such information was at least more than 120 days

earlier.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the City will provide the Union with a copy of that request.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages any Unit member having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member

does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the next immediate supervisor within the chain of command, within five (5) working days of the immediate supervisor's actual or constructive decision on the grievance. The next immediate supervisor shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the next immediate supervisor shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the next immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the next immediate supervisor's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the next succeeding supervisor within the chain of command, within five (5) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the next immediate supervisor. Prior to submitting any grievance to the Director in accordance with Step 3, all Unit members are required to submit their grievance to each next immediate supervisor within the chain of command, and in order of the chain of command, in accordance with the timing requirements and procedures of this Step 2.

Step 3. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's supervisors pursuant to Step 2, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the Director of his/her work group, within five (5) working days of the last supervisor's response or constructive denial of the grievance. The Director shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative, and shall discuss the grievance with the Unit member's immediate supervisor and others within the Unit member's chain of command. Within ten (10) working days after receipt of the grievance, the Director shall render a written decision on the grievance and the completed grievance form shall be returned to the Unit member. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after the receipt of the response to or constructive denial of the grievance by the Director.

Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the

Union(s) on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorneys' fees.

Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's Director pursuant to Step 3, or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to a non-involved Director or the Human Resources Director in lieu of the City Manager. The hearing officer shall be mutually agreed upon by both parties. When the Unit member presents a grievance to a non-involved Director or the Human Resources Director in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and others within the chain of command, up to and including the Director. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

SECTION 4. NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or Unit member's representative with the Director of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. EXTENSIONS OF TIME:

Extensions of any of the time limits on the presentation of, or responses to, a grievance as set forth in the grievance procedure may be mutually agreed to by the parties involved with the grievance, but must be evidenced in writing by both sides.

SECTION 6. REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

SECTION 7. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

- 7.1 Those matters not specifically provided for under the definition in Section 2 above.
- 7.2 Disputes involving the content of performance reviews arising from the application of the provisions of SMP No. 6.4.

ARTICLE X APPEAL PROCEDURES

SECTION 1. REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term “disciplinary action” shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Director within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Director and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. SCHEDULING OF DISCIPLINARY HEARING:

The Human Resources Director shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. HEARING OFFICER:

- 3.1 The appointing authority shall be the hearing officer for disciplinary hearings except for those involving discharge. The appointing authority may designate a Director, as mutually agreed upon by the City and the Union, as the hearing officer for any disciplinary hearing that does not involve discharge.
- 3.2 In any disciplinary hearing involving discharge, a neutral hearing officer shall be selected from an outside source pursuant to a method mutually agreed upon by the City and the Union, unless the Unit member and/or his/her representative and the appointing authority mutually agree in writing that the hearing officer may be the City Manager.
- 3.3 Where a neutral hearing officer is selected from an outside source, the cost for the hearing officer shall be shared equally by the City and the Union.
- 3.4 The City Manager or his/her designee shall be the final hearing officer on all matters of discharge brought forward by a Unit member without the support or involvement of the Unit member's Union.

SECTION 4. SECTION 4. REPRESENTATION AT DISCIPLINARY HEARING:

- 4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.
- 4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.
- 4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude, the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6. CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XI LAYOFFS

SECTION 1. PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

- 1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.
- 1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.
- 1.3 Management will meet and consult with the representative of the Union over alternative courses of action to avoid such layoff.
- 1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:
 - a. Classification where layoff is to occur;
 - b. Seniority list by total actual City service in the affected classification;
 - c. List of current permanent vacancies in all classifications represented by the Union; and,
 - d. Separate notice to any Unit member in the classification who has two (2) or more below standard evaluations within the preceding three (3) years.

SECTION 2. ORDER OF LAYOFF:

- 2.1 Unit members who have two or more below standard evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of seniority, the least senior Unit member based on total actual employment in a classification represented by the Union shall be laid off first and any subsequent layoff shall proceed to the next least senior.
- 2.3 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.
- 2.4 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the date and time of the employee's submission of job application.
- 2.5 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

- 3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.
- 3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

- 4.1 Such a list shall be inverse order of layoff, lateral transfer or voluntary demotion.
- 4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.
- 4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.
- 4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

- 5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.
- 5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE XII

OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1. STATUS OF GRANT FUNDED EMPLOYEES:

Full-time, non-general fund Unit members shall be considered City employees and will receive all benefits and rights conferred by this MOU. This includes, but is not limited to, Unit members funded through the Carson Successor Agency, Carson Housing Authority, Community Development Block Grant, AQMD funds and Proposition A or C funds.

SECTION 2. PROMOTIONAL OPPORTUNITIES:

- 2.1 The City shall make a good faith effort to promote and transfer from within the City service.
- 2.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his/her sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.
- 2.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

SECTION 3. CITY COUNCIL PERSONNEL COMMITTEE:

The City agrees to inform the Union of any issues going before the City Council Personnel Committee and City Council concerning the Union. The Union will be given this information and the right to attend said meetings on release time, limited to one or two members, as appropriate.

SECTION 4. JOB SHARING:

- 4.1 Job Sharing Definition: Bifurcation of the job duties (essential functions) of a full-time classification into two equal ½-time jobs that total full-time work, generally 40 hours per week, 52 weeks per year.
- 4.2 Benefits: A Job Sharing Unit member shall receive, as applicable, benefits on the basis of one-half the rate accorded to comparable full-time employees. No other method of pro-ration shall apply. For benefits that have a time or service requirement to qualify to receive them, a year shall be defined as successful completion of 2,080 hours of service. Under Job Sharing, this will generally be 104 weeks at 20 hours per week.
- 4.3 Job Sharing Unit member: One of a pair of Unit members, each of whom job shares by performing one-half of the essential functions of a full-time classification and who works ½ of the hours of the full-time class, generally 20 hours per week, 52 weeks per year.
- 4.4 Vacancy of Job Share Position: If one person occupying half of a job share position leaves the city or takes an extended leave, the City may compel the person occupying the other half to convert to full time. If the person chooses not to convert to full time, the City has the option to eliminate both the job share positions and commence recruitment for a full-time position.
- 4.5 Resumption of Full-Time Status: If a Job Sharing Unit member wishes to resume full-time work with the City, he or she shall seek reassignment or transfer to a full-time position in the Unit member's department, for which he or she meets the minimum qualifications. Should the Unit member's department be unable to effect such reassignment, the Unit member shall seek a transfer as prescribed under the Personnel Rules.

- 4.6 Involuntary Conversion to or from Job Sharing Status: Neither management nor Unit members shall convert full-time positions to job-sharing positions, or the converse, without first consulting with the other party. If both parties are in agreement, as well as the affected Unit members, the decision shall be memorialized via Personnel Action Request forms.
- 4.7 Salary Anniversary Date: If a Unit member's appointment to a Job Sharing position is either as a new hire or by promotion, the salary anniversary date shall be defined as that date which occurs upon successful completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. Such Unit members may be considered for a merit increase after successful completion of 1,040 hours of service, generally 52 weeks at 20 hours per week. Subsequent salary anniversary dates shall be defined as those dates which occur upon completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. If a Unit member's appointment to a Job Sharing position is not a new hire or promotion, the salary anniversary date shall be based on his or her prior service, in accordance with the Personnel Rules.

ARTICLE XIII DRAFTING PROVISIONS AND DURATION

SECTION 1. FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies. It remains the parties understanding that the City's Personnel Rules, however, do not apply to unclassified persons covered by this MOU.

SECTION 2. SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Union shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 3. EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Union shall have the

right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 5. MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

Additionally, the Union shall identify and present ambiguous language in the MOU that requires clean-up for purposes of providing clarification on intent, direction, and information. Clean-up language will not interfere with the validity or purpose of the affected statement.

SECTION 6. DURATION:

This MOU shall be binding on the City and the Union when adopted by the City Council.

The City and the Union agree that negotiations on a successor contract shall begin in the first week of March 2024. The Union will submit a list of requests to the City no later than February 14, 2024.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2021 and shall remain in full force and effect up to and including June 30, 2024.

SECTION 7. REOPENERS/ME-TOO CLAUSE:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

The parties agree that during the term of this MOU, they will meet and confer on stand-by pay and related duties for unit members during emergencies, special events, and/or unforeseen circumstances. The parties will commence the meet and confer process on this topic within 90 days of Council's adoption of this MOU. The City recognizes that unit members utilize their personal vehicles for the purpose of performing their duties during their working hours. The parties agree that during the term of this MOU, they will meet and confer regarding the use of personal vehicles for work purposes under Article 3, Section 5 of this MOU, and such discussion may include compensation or reimbursement.

During the term of this MOU, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, as described in Article III, Section 1 [Salary], or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health

insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Union and to meet and confer with the Union over such increases and improvements. The provision of this paragraph shall expire on and not be effective after June 30, 2027.

ARTICLE XIV

CITY COUNCIL APPROVAL

The City Manager and Employee Relations Officer of the City and the Union have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Union and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Union, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON NEXT PAGE]

IT IS SO AGREED:

EMPLOYEE ASSOCIATION

CITY OF CARSON

Bobby Grove
President-AME/SEIU

David C. Roberts Jr.
City Manager

Freddy Loza
Vice President-AME/SEIU

Pam Lee
Deputy City Attorney

Josilla Togiola
Secretary-AME/SEIU

Attachments:

Appendix A – AME Monthly Salary Schedule effective July 1, 2024

Appendix B – AME Monthly Salary Schedule effective July 1, 2025

Appendix C – AME Monthly Salary Schedule effective July 1, 2026

**APPENDIX A
CITY OF CARSON
HOURLY SALARY SCHEDULE
AME/SEIU
EFFECTIVE JULY 1, 2024
(6% COLA)**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accounting Manager	501	62.47	65.58	68.87	72.30	75.93	79.72
Business Development Manager	506	76.09	79.89	83.89	88.09	92.49	97.11
City Engineer	509	85.80	90.08	94.58	99.32	104.28	109.50
Community Services Superintendent	505	67.26	70.63	74.16	77.86	81.76	85.84
Economic Development Manager	506	76.09	79.89	83.89	88.09	92.49	97.11
Emergency Services Manager	503	65.62	68.91	72.36	75.97	79.78	83.76
Information Technology Manager	507	74.24	77.95	81.85	85.94	90.24	94.75
Information Technology Security Officer	507	74.24	77.95	81.85	85.94	90.24	94.75
Landscape Park Maintenance Superintendent	505	67.26	70.63	74.16	77.86	81.76	85.84
Planning Manager	506	76.09	79.89	83.89	88.09	92.49	97.11
Public Safety Services Manager	503	65.62	68.91	72.36	75.97	79.78	83.76
Public Works Operations Manager	504	77.99	81.90	85.99	90.29	94.81	99.54
Purchasing Manager	501	62.47	65.58	68.87	72.30	75.93	79.72
PW Superintendent Faci. & Fleet Maintenance	505	67.26	70.63	74.16	77.86	81.76	85.84
PW Superintendent Ops & Maintenance	505	67.26	70.63	74.16	77.86	81.76	85.84
Recreation Superintendent	505	67.26	70.63	74.16	77.86	81.76	85.84
Redevelopment Manager	506	76.09	79.89	83.89	88.09	92.49	97.11
Revenue Manager	501	62.47	65.58	68.87	72.30	75.93	79.72
Traffic Engineer	505	67.26	70.63	74.16	77.86	81.76	85.84

**APPENDIX B
CITY OF CARSON
HOURLY SALARY SCHEDULE
AME/SEIU
EFFECTIVE JUNE 25, 2025
(4% COLA)**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accounting Manager	501	64.96	68.21	71.62	75.19	78.96	82.91
Business Development Manager	506	79.13	83.09	87.24	91.61	96.18	100.99
City Engineer	509	89.23	93.68	98.37	103.29	108.45	113.88
Community Services Superintendent	505	69.95	73.45	77.12	80.97	85.03	89.27
Economic Development Manager	506	79.13	83.09	87.24	91.61	96.18	100.99
Emergency Services Manager	503	68.25	71.67	75.25	79.01	82.97	87.11
Information Technology Manager	507	77.21	81.07	85.13	89.38	93.85	98.54
Information Technology Security Officer	507	77.21	81.07	85.13	89.38	93.85	98.54
Landscape Park Maintenance Superintendent	505	69.95	73.45	77.12	80.97	85.03	89.27
Planning Manager	506	79.13	83.09	87.24	91.61	96.18	100.99
Public Safety Services Manager	503	68.25	71.67	75.25	79.01	82.97	87.11
Public Works Operations Manager	504	81.11	85.17	89.43	93.90	98.60	103.53
Purchasing Manager	501	64.96	68.21	71.62	75.19	78.96	82.91
PW Superintendent Fac. & Fleet Maintenance	505	69.95	73.45	77.12	80.97	85.03	89.27
PW Superintendent Ops & Maintenance	505	69.95	73.45	77.12	80.97	85.03	89.27
Recreation Superintendent	505	69.95	73.45	77.12	80.97	85.03	89.27
Redevelopment Manager	506	79.13	83.09	87.24	91.61	96.18	100.99
Revenue Manager	501	64.96	68.21	71.62	75.19	78.96	82.91
Traffic Engineer	505	69.95	73.45	77.12	80.97	85.03	89.27

**APPENDIX C
CITY OF CARSON
HOURLY SALARY SCHEDULE
AME/SEIU
EFFECTIVE JUNE 24, 2026
(4% COLA)**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accounting Manager	501	67.56	70.93	74.49	78.20	82.12	86.23
Business Development Manager	506	82.30	86.41	90.73	95.27	100.03	105.03
City Engineer	509	92.80	97.43	102.30	107.43	112.79	118.43
Community Services Superintendent	505	72.75	76.39	80.21	84.21	88.43	92.84
Economic Development Manager	506	82.30	86.41	90.73	95.27	100.03	105.03
Emergency Services Manager	503	70.98	74.53	78.26	82.17	86.29	90.60
Information Technology Manager	507	80.30	84.31	88.53	92.96	97.60	102.49
Information Technology Security Officer	507	80.30	84.31	88.53	92.96	97.60	102.49
Landscape Park Maintenance Superintendent	505	72.75	76.39	80.21	84.21	88.43	92.84
Planning Manager	506	82.30	86.41	90.73	95.27	100.03	105.03
Public Safety Services Manager	503	70.98	74.53	78.26	82.17	86.29	90.60
Public Works Operations Manager	504	84.36	88.58	93.00	97.66	102.54	107.67
Purchasing Manager	501	67.56	70.93	74.49	78.20	82.12	86.23
PW Superintendent Fac. & Fleet Maintenance	505	72.75	76.39	80.21	84.21	88.43	92.84
PW Superintendent Ops & Maintenance	505	72.75	76.39	80.21	84.21	88.43	92.84
Recreation Superintendent	505	72.75	76.39	80.21	84.21	88.43	92.84
Redevelopment Manager	506	82.30	86.41	90.73	95.27	100.03	105.03
Revenue Manager	501	67.56	70.93	74.49	78.20	82.12	86.23
Traffic Engineer	505	72.75	76.39	80.21	84.21	88.43	92.84



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council
From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Physical Security
Subject: CONSIDER ACCEPTANCE OF THE BJA FISCAL YEAR 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) PROGRAM GRANT (CITY COUNCIL)

I. SUMMARY

The City of Carson applied for, and has been awarded, funds by the United States Department of Justice's (DOJ) Office of Justice Programs (OJP), under the FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) program. The grant award for FY 24 is \$28,424.00. This FY 24 JAG will be used to fund the purchase of security enhancement equipment to improve patrolling and surveillance of city grounds and facilities. Staff recommends that the City Council accept the FY 24 JAG grant funds that will be available to the City of Carson during the October 01, 2023 to September 30, 2027 project period as outlined in the award package.

The City must accept and execute the Award Conditions as delineated in the FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation award package (Exhibit No. 1). In order to accept and execute this grant, the Chief Executive Certification Form (Exhibit No. 2) must be signed and submitted to the Department of Justice's (DOJ Bureau of Justice Assistance (BJA) office.

II. RECOMMENDATION

Take the following actions:

1. ACCEPT the FY 24 Edward Byrne Memorial Justice Assistance Grant funding in the amount of \$28,424.00.
2. ACCEPT the Award Conditions and AUTHORIZE the City Manager to execute the award conditions and any related grant documents subject to approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson applied for the FY 24 JAG grant and on December 04, 2024, the City was awarded grant funds in the amount of \$28,424.00. The JAG grant allows state and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The JAG grant replaced the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs and does not require matching funds.

State and federal grant funds for public safety related activities have been awarded to the City of Carson since 1996, via the LLEBG and JAG grants, and the state Supplemental Law Enforcement Services Fund/Supplemental Law Enforcement Services Account (SLESF/SLESA). The Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation program enhances public safety and bolsters law enforcement capabilities across various jurisdictions. Situated in Los Angeles County, the City of Carson faces unique challenges that require strategic, tailored solutions.

In recent years, the City has had a significant increase in safety concerns which include vandalism incidents, unauthorized facility access, and disruptive behaviors at events put on by the City which puts the community and staff safety at risk. Through the awarded grant funds, security enhancement equipment purchases will be made in order to provide staff with improved visibility during patrol and surveillance activities which will allow for quicker responses in emergency situations. Overall, obtaining the Edward Byrne Memorial Justice Assistance Grant will fortify public safety and enhance the well-being of the community. Staff is asking the City Council to accept the FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation award in the amount of \$28,424.00 and authorize the City Manager to execute the award conditions and any related grant documents.

V. FISCAL IMPACT

There is currently no fiscal impact, and there is no match requirement to accept the grant funding in the amount of \$28,424.00.

VI. EXHIBITS

1. Department of Justice (DOJ) FY 24 Edward Byrne Memorial JAG Program Award Package
2. Chief Executive Certification Form

Attachments

- [1. FY 24 Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program - Local Solicitation Award Package.pdf](#)
- [2. Chief Executive Certification Form.pdf](#)



Department of Justice (DOJ)

EXHIBIT NO. 1

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF CARSON 701 E CARSON ST
City, State and Zip:	CARSON, CA 90745
Recipient UEI:	YMEYLK3W3YH5
Project Title: Strategies for Reducing Crime, Violence, and Enhancing Safety in the City of Carson	Award Number: 15PBJA-24-GG-04914-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$28,424.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description: <p>The City of Carson is submitting a formal application for \$28,424 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation. This program is essential for enhancing public safety and bolstering law enforcement capabilities across various jurisdictions. Situated in Los Angeles County, the City of Carson faces unique challenges that require strategic, tailored solutions.</p> <p>In recent years, city officials have observed an alarming increase in safety concerns, including a 25% rise in vandalism incidents, unauthorized access to government facilities that poses security risks, and disruptive behaviors at public events that undermine the community's sense of safety. These issues have impacted residents' quality of life and placed additional pressure on local law enforcement resources.</p> <p>A key component of this funding will be the purchase of a security golf cart, specifically designed as a mobile safety unit to improve patrolling and surveillance of city grounds and facilities. This golf cart will enhance the visibility of security personnel and enable quick responses in emergencies. Its maneuverability in both urban and crowded pedestrian areas will allow officers to navigate the complex layout of city facilities efficiently, ensuring continuous oversight in high-traffic zones. This proactive strategy aims to deter potential threats by maintaining a visible security presence, thereby instilling confidence and safety among city staff, residents, and visitors alike.</p> <p>In conclusion, the City of Carson's pursuit of \$28,424 through the Edward Byrne Memorial Justice Assistance Grant is a vital initiative aimed at fortifying public safety and enhancing community well-being. As the City of Carson grapples with escalating safety concerns—marked by increased vandalism, unauthorized access to government facilities, and disruptive behaviors—it is imperative to adopt innovative solutions tailored to these challenges.</p>	

Award Letter

December 4, 2024

Dear Michael George,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF CARSON for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$28,424.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF CARSON

DUNS Number

078806056

UEI

YMEYLK3W3YH5

Street 1

701 E CARSON ST

Street 2

City

CARSON

State/U.S. Territory

California

Zip/Postal Code

90745

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/4/24

Award Type

Initial

Award Number

15PBJA-24-GG-04914-JAGX

Supplement Number

00

Federal Award Amount

\$28,424.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14280055

Grant Manager

Erin Feeley

Phone Number

202-598-6508

E-mail Address

Erin.R.Feeley@usdoj.gov

Project Title

Strategies for Reducing Crime, Violence, and Enhancing Safety in the City of Carson

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Carson is submitting a formal application for \$28,424 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation. This program is essential for enhancing public safety and bolstering law enforcement capabilities across various jurisdictions. Situated in Los Angeles County, the City of Carson faces unique challenges that require strategic, tailored solutions.

In recent years, city officials have observed an alarming increase in safety concerns, including a 25% rise in vandalism incidents, unauthorized access to government facilities that poses security risks, and disruptive behaviors at public events that undermine the community's sense of safety. These issues have impacted residents' quality of life and placed additional pressure on local law enforcement resources.

A key component of this funding will be the purchase of a security golf cart, specifically designed as a mobile safety unit to improve patrolling and surveillance of city grounds and facilities. This golf cart will enhance the visibility of security personnel and enable quick responses in emergencies. Its maneuverability in both urban and crowded pedestrian areas will allow officers to navigate the complex layout of city facilities efficiently, ensuring continuous oversight in high-traffic zones. This proactive strategy aims to deter potential threats by maintaining a visible security presence, thereby instilling confidence and safety among city staff, residents, and visitors alike.

In conclusion, the City of Carson's pursuit of \$28,424 through the Edward Byrne Memorial Justice Assistance Grant is a vital initiative aimed at fortifying public safety and enhancing community well-being. As the City of Carson grapples with escalating safety concerns—marked by increased vandalism, unauthorized access to government facilities, and disruptive behaviors—it is imperative to adopt innovative solutions tailored to these challenges.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at

any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website

(currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to

hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal

Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to

complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must

complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal

awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58**Submission of eligible records relevant to the National Instant Background Check System**

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59**Prohibition on use of award funds for match under BVP program**

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61**Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62**Exceptions regarding Prohibited and Controlled Equipment under OJP awards**

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the

requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66

The recipient may not expend or draw down any award funds until-- (1) the program office has verified that the recipient has submitted all necessary documentation elements required consistent with the award conditions entitled, "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards" and "Expenditures Prohibited Without Waiver," and (2) an Award Condition Modification (ACM) has been issued to remove this condition. Additional information about expenditures that are prohibited or controlled under this award may be found at <https://bja.ojp.gov/doc/jag-controlled-purchase-list.pdf>.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 6:58 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
Public Safety/Emergency Services Manager

Name of Authorized Entity Official
Nora Garcia

Signed Date And Time
2/5/2025 6:33 PM

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

EXHIBIT NO. 2

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CLIMATEC, LLC SERVICES AGREEMENT (24-109) TO INCREASE CONTRACT SUM FOR ADDITIONAL WORK FOR THE CITY HALL BASEMENT RENOVATION PROJECT (CITY COUNCIL)

I. SUMMARY

On May 27, 2022, City and West Coast Fire & Integration, Inc. (Contractor) entered into a contract to provide comprehensive fire alarm and intrusion alarm system monitoring services at a cost not to exceed \$328,820.56 (Exhibit No. 3).

The parties have since amended the Agreement multiples times and staff is now requesting City Council to approve Amendment No. 3 (Exhibit No. 1) to increase the contract sum by a not to exceed amount of \$60,000.00 for additional work needed as part of the City Hall Basement renovation project. Approval of Amendment No. 3 will increase the contract sum from \$378,985.23 to \$438,985.23.

II. RECOMMENDATION

Take the following actions:

1. APPROVE Amendment No. 3 to the agreement with Climatec, LLC (Exhibit No. 1; the "Amendment") for an increase to the contract sum from \$378,985.23 to \$438,985.23.
2. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirement of law.

IV. BACKGROUND

City Council approved a five-year contract to the lowest responsive and qualified bidder West Coast Fire & Integration, Inc., to provide citywide comprehensive fire and intrusion alarm system monitoring and maintenance services at City Hall, Community Center, Corporate Yard, and City Parks, at a cost not to exceed \$328,820.56.

On June 14, 2023, staff was informed that the new HVAC units at City Hall required LFS system integration and the Basement and IT room AHU systems for the Fire Suppression System project needed a shutdown sequence to comply with the fire code. Additionally, a replacement SIGA-270 pull station needed to be provided at the Community Center and a new wireless communicator was added by changing the cell carrier from Verizon to AT&T at Stevenson Park. Incorporation of these additional services to the original contract's scope of services resulted in Amendment No. 1 (Exhibit No. 4) which was approved by the City Council on October 3, 2023. This amendment resulted in an increase to the base contract sum of \$328,820.56 to \$361,045.56.

On or about December 19, 2023, under the City's Contract Officer's authority pursuant to Section 1.8 of the Agreement (Exhibit No. 5), the Contract Sum was increased by \$2,415.00 for extra work performed by West Coast Fire & Integration. Inc., which increased the contract sum from \$361,045.56 to \$363,460.56.

On September 8, 2023, West Coast Fire & Integration, Inc. (WCF) was acquired by Climatec, LLC (Climatec) with the intention for Climatec to accept all of WCF's rights, interest, duties and obligations under the agreement. Section 4.5 of the original agreement states that "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." As a result, Amendment No. 2, approved by the City Council on February 20, 2024, authorized the assignment of the agreement from WCF to Climatec, effective retroactively as of September 8, 2023 (Exhibit No. 6).

On June 14, 2024 and July 24, 2024, under the City's Contract Officer's authority pursuant to Section 1.8 of the Agreement (Exhibit No. 7), extra work performed at various city facilities in the amount of \$2,965.00 and \$12,559.67, respectively, was authorized thereby increasing the contract sum to \$378,985.23.

Currently the City Hall basement is undergoing renovations (Capital Improvement Project PW1731) to provide necessary upgrades. This includes the Emergency Operation Center (EOC), as well as the administrative office space for the Public Safety & Emergency Management (PS/EM) and the Information Technology and Security Departments. Additional work related to the fire and life safety systems has been identified and is needed to support the upgrades being done as part of the basement renovation project. Staff is now requesting City Council approval for Amendment No. 3 to increase the contract by a total not to exceed amount of \$60,000.00 as outlined in the proposal submitted by Climatec (Exhibit No. 2). Amendment No. 3 will increase the total contract sum from \$378,985.23 to \$438,985.23.

V. FISCAL IMPACT

If Amendment No. 3 is approved, funding from the 101-99-999-904-6004 Capital Improvement Project PW1731 Basement/Emergency Operations Center Renovation project account will be used, resulting in no net fiscal impact.

VI. EXHIBITS

1. Proposed Amendment No. 3 to contract with Climatec, LLC
2. Not To Exceed Proposal for Basement (Climatec, LLC)
3. Original Contract No. 22-116 (West Coast Fire & Integration, Inc.)
4. Amendment No. 1 to contract No. 22-116
5. Contract Officer Authority Form 12/19/2023
6. Amendment No. 2 to contract No. 22-116 (transfer to Climatec, LLC 24-109)
7. Contract Officer Authority Form 06/14/2024

Attachments

- [1. Proposed Amendment No. 3 to contract with Climatec, LLC](#)
- [2. Not To Exceed Proposal for Basement \(Climatec, LLC\).pdf](#)
- [3. Original Contract No. 22-116 \(West Coast Fire & Integration, Inc.\).pdf](#)
- [4. Amendment No. 1 to contract No. 22-116.pdf](#)
- [5. Contract Officer Authority Form 12.19.2023.pdf](#)
- [6. Amendment No. 2 to contract No. 22-116 \(transfer to Climatec, LLC 24-109\).pdf](#)
- [7. Contract Officer Authority Form 06.14.2024.pdf](#)

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and CLIMATEC, LLC, an Arizona limited liability company ("Consultant") is effective as of the ____ day of _____, 2025.

RECITALS

A. City and West Coast Fire & Integration, Inc. ("WCF") entered into that certain Agreement for Contractual Services dated May 27, 2022 ("Agreement") whereby WCF agreed to provide fire and security systems monitoring and maintenance Services for 5 years, commencing July 1, 2022 and expiring on June 30, 2027, for a total Contract Sum of \$328,820.56.

B. Additional services were required to include: connecting all existing relays to new HV AC units for shutdown at City Hall, conducting troubleshooting at City Hall for various issues, providing a replacement SIGA-270 pull station at the Community Center, and providing a new wireless communicator by changing the cell carrier from Verizon to AT&T at Stevenson Park Community Center (collectively, "Additional Services"), all of which were needed to be completed for fire and safety purposes.

C. On October 3, 2023, City and WCF entered into an amendment to the Agreement to add the Additional Services and increase compensation by \$32,225 to cover the cost of the Additional Services for a total Contract Sum of \$361,045.56 ("Amendment No. 1").

D. On or about December 19, 2023, under City's Contract Officer authority ("CO Authority") pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$2,415.00 for extra work performed by WCF consisting of purchase and installation of batteries needed for equipment needed for the Services, thereby increasing the Contract Sum from \$361,045.56 to \$363,460.56.

E. On or around September 8, 2023, Consultant acquired WCF's assets and liabilities and otherwise acquired WCF's business operations, and WCF either has or intends to assign all of its rights, interests, duties and obligations under the Agreement to Consultant, and Consultant sees fit to assume the same. WCF evidenced that intent by issuance of a letter dated September 8, 2023, remitted to the City, advising of Consultant's acquisition of WCF and transfer of WCF's rights and responsibilities under the Agreement to Consultant, effective September 8, 2023.

F. Section 4.5 of the Agreement provides that "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." Accordingly, WCF's September 8, 2023, letter was ineffective to serve as a transfer of any rights under the Agreement because it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from WCF to Consultant that is effective as of September 8, 2023. However, the City is amenable to the

requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 2 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of WCF's rights, interests, duties and obligations under the Agreement to Consultant, effective retroactively as of September 8, 2023, and WCF acknowledges and consents to same.

G. The invoices received by the City for services performed under the Agreement commencing as of September 26, 2023 have been under the name of Consultant, not WCF. However, under the Agreement, as originally executed, the City is only authorized to make payments to WCF. Therefore, an amendment to the Agreement is necessary to ensure proper authorization for the City to process and pay invoices to Consultant for services performed under the Agreement dating back to September 26, 2023.

H. On May 8, 2024, City and Consultant entered into an amendment to the Agreement to authorize the assignment of the Agreement from WCF to Consultant, retroactive to September 8, 2023, and to thereby authorize the provision of the services under the Agreement by Consultant commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement commencing as of July 1, 2022 ("Amendment No. 2").

I. On or about June 14, 2024, under City's CO Authority pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$2,965.00 for extra work performed by Consultant consisting of sale and installation of batteries for equipment needed for the Services, thereby increasing the Contract Sum to \$366,425.56.

J. On or about July 24, 2024, under City's CO Authority pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$12,559.67 for extra work performed by Consultant needed for the Services, thereby increasing the Contract Sum to \$378,985.23. The parties acknowledge that the Contract Officer Form which is the instrument by which the extra work was period does not include a stated date, but mutually agree to deem the effective date of the Contract Officer Form to be July 24, 2024, based on the upload date in the City's financial system when the funding increase was recorded.

K. Additional services are now required for City Hall basement renovations to include: safe off all smoke detectors and coil up all the detectors for new tile construction, re-install all smoke detectors once tile is ready, re-route existing wires for HVAC ducts or any reason due to new layouts, supply materials as needed, supply new parts and programming, and complete any final inspection required by the authority having jurisdiction (collectively, "Additional Services"), all of which are needed to be completed for fire and safety purposes.

L. City and Consultant now desire to amend the Agreement to add the Additional Services and increase compensation by \$60,000 to cover the cost of Additional Services for a total adjusted Contract Sum of \$438,985.23.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Four Hundred Thirty-Eight Thousand Nine Hundred Eighty-Five Dollars and Twenty-Three Cents (\$438,985.23)*** ~~Three Hundred Seventy Eight Thousand Nine Hundred Eighty Five Dollars and Twenty-Three Cents (\$378,985.23)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 4.3 (Contract Officer) is hereby amended to read in its entirety as follows:

“4.3 Contract Officer.

The Contract Officer shall be ***Nora Garcia, Director of Public Safety and Emergency Management*** ~~Robert Lennex, Assistant City Manager~~, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.”

C. Section I. R is hereby added to Exhibit “A” (Scope of Services), to read in its entirety, as follows:

“R. Carson City Hall Basement: Safe off all smoke detectors and coil up all the detectors for new tile construction; re-install all smoke detectors once the tile is ready; re-route existing wires for HVAC ducts or any reason due to new layouts; supply all necessary materials; provide all new parts and programming and conduct final inspection required by the authority having jurisdiction.”

D. Section I. of Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety, as follows:

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

	ANNUAL RATE	TIME	SUB-BUDGET
Task 1 - Fire Alarm & Suppression System Monitoring	\$5,400	5 Years	\$27,000
Task 1 - Fire Alarm & Suppression System Inspections/Testing/Maintenance	\$14,100	5 Years	\$70,500
Task 2 -Fire Sprinkler System (Wet/Dry Valve including commercial hoods) Inspections/Testing/Maintenance	\$12,124	5 Years	\$60,620
Task 2 - Fire Extinguishers Inspections/Testing/Maintenance	\$7,245	5 Years	\$36,225
Task 3 – Access Control Systems Maintenance	\$5,760	1 Year	\$5,760
Task 4 – CCTV Systems Maintenance & Monitoring	\$28,800	1 Year	\$28,800
Task 5 – Intrusion System Maintenance & Monitoring	\$14,100	1 Year	\$14,100
Troubleshooting (Exh. A, §I.G)	\$2,600	One-Time	\$2,600
Monitoring Conversion using Cellular Dialers (Exh. A, §I.H)	\$24,990	One-Time	\$24,990
On-Call Repair Services (Exh. A, §I.J)	Per Exh. C, \$7	5 Years	Year 1: \$4,000 for non-emergency services, \$4,800 for emergency services; hourly rates thereafter increasing by 5% annually (5-Year Total = \$48,625.56)
Completion of Installation of Intrusion Systems at Veterans & Stevenson Parks	\$4,800 per system*	One-Time	\$9,600*
City Hall HVAC Connection	\$26,000	One-Time	\$26,000 ¹
City Hall Troubleshooting	\$2,615	One-Time	\$2,615 ²

Community Center Pull Station Replacement	\$2,615	One-Time	\$2,615 ³
Stevenson Park Community Center Wireless Replacement	\$995	One-Time	\$995 ⁴
<i>City Hall Basement</i>	<i>\$60,000</i>	<i>One-Time</i>	<i>\$60,000⁵</i>

1:

LABOR - INSTALL & TESTING \$12500.00
DESIGN & PRODUCTION OF PLANS (PERTAINING TO HVAC UNITS) \$7500.00
MATERIALS- (WIRE, BOXES, CONNECTORS & SUPPORTS) \$2500.00
PROGRAMMING- (EST) FIRE ALARM PANEL \$3500.00

2:

\$1,495 Programmer
\$1,120 Labor
\$2,615 Total

3:

\$1,495 Programmer and Material
\$1,120 Labor
\$2,615 Total

4:

\$395 Material 1 DUALCOMN-LA
\$600 Labor
\$995 Total

5:

Labor	<u>\$60,000.00</u>	
Total	\$60,000.00	”

E. Sections VI. of Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety, as follows:

“VI. The total compensation for the Services shall not exceed ***\$438,985.23.***
~~***\$361,045.56***~~ as provided in Section 2.1 of this Agreement.”

F. Section I. M., is hereby added to Exhibit “D” (Schedule of Performance), to read in its entirety, as follows:

“M. City Hall Basement – to be completed within six (6) months after Notice to Proceed.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2, and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

arising under the Agreement, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 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:

CLIMATEC, LLC,
an Arizona limited liability company

By:_____
Name: Ramesh Jayaraman
Title: CEO

By:_____
Name: Ronald Kleefman
Title: CFO
Address: 22405 La Palma Ave
Yorba Linda, CA 92887

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 ORANGE

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
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S) _____	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	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 ORANGE

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
<input type="checkbox"/>	INDIVIDUAL	
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<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____



West Coast
Fire & Integration
A Climatec Company

akim@westcoastfireinc.com

22405 E LA PALMA AVE.

YORBA LINDA, CA 92887

(949)524-6336

Alarm Company Operator (ACO) #7529

California Contractor's License #991066 (C-10)



NOTIFIER Distributor



OFFER OF PROPOSAL

PROPOSAL SUBMITTED TO: CITY OF CARSON - ACCOUNTS PAYABLE	PROJECT NAME / Change Order # CARSON CITY HALL	DATE 5/6/2025
ADDRESS: 701 E. CARSON ST.	PROJECT LOCATION 701 E. CARSON ST. CARSON, CA 90745	OFFER EXPIRES 60 days
CITY, STATE, ZIP CARSON, CA 90745	PHONE # 310-871-9489	Bid Number
ATTENTION STEPHANIE CARDONA	Email Address scardona@carsonca.gov	WCFI OFFER MADE BY Alexander Kim

WEST COAST FIRE & INTEGRATIONS hereby submits specifications and estimates for the items listed below

Scope of Work:

WEST COAST FIRE TO SAFE OFF ALL SMOKE DETECTORS & COIL UP ALL THE DETECTORS FOR NEW TILE CONSTRUCTION. WEST COAST FIRE WILL NOT CUT NEW TILES FOR THE DEVICES, THIS WILL BE F.B.O. (FABRICATED BY OTHERS)
WEST COAST FIRE TO RE-INSTALL ALL SMOKE DETECTORS ONCE TILE IS READY.
WEST COAST IS NOT RESPONSIBLE FOR ANY NEW TROUBLES CAUSED DURING THIS WORK THAT WAS CREATED BY OTHERS.
THIS PROPOSAL COVERS ANY EXISTING WIRE THAT NEEDS TO BE "RE-ROUTED" FOR HVAC DUCTS OR ANY REASON DUE TO NEW LAYOUTS, THIS ALSO COVERS ANY MATERIAL NEEDED TO PERFORM THE WORK.
WEST COAST TO PROVIDE ALL NEW PARTS AND PROGRAMMING FOR THIS JOB AND ANY FINAL INSPECTION REQUIRED BY THE AHJ.

SPECIAL EQUIPMENT NEEDED

NOT TO EXCEED

Labor	\$60,000.00
Total	\$60,000.00

Material

AS NEEDED

INCLUSIONS

- PREVAILING WAGE LABOR**
- Materials as needed.
- SALES TAX NOT INCLUDED**
-
-
-
-
-

EXCLUSIONS

- Additional equipment not listed above.
- Off hour labor
- Patching & Painting
- After Hours Inspection
- 120V Power
- Certification of the System
- Conduit & Boxes
- Plan Check & Inspection Fees

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF

\$60,000.00

PAYMENT TO BE MADE AS THE WORK PROGRESSES TO THE VALUE OF **100** % (PERCENT OF ALL WORK COMPLETE AND MATERIAL ON JOBSITE THE ENTIRE AMOUNT OF THE CONTRACT TO BE PAID WITHIN **30** DAYS AFTER COMPLETION OF PROJECT.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE APPROVED ONLY UPON WRITTEN ORDERS, AND WILL BE COME AN EXTRA CHARGE OVER & ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE, OR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE. IF PAYMENT FOR WORK PROVIDED IN THE PROPOSAL IS NOT PAID WHEN DUE, CUSTOMER AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.

AUTHORIZATION SIGNATURE
WEST COAST FIRE & INTEGRATIONS

NAME **Alexander Kim**

SIGNATURE

THIS OFFER IS NO LONGER VALID AS THE "OFFER EXPIRES" DATE ABOVE

TITLE **Group Operation Supervisor**

ACCEPTANCE OF OFFER PROPOSAL - INCLUDING TERMS & CONDITIONS

THE ABOVE PRICES, SPECIFICATIONS AND TERMS & CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED PER MY SIGNATURE BELOW. WEST COAST FIRE & INTEGRATIONS IS NOW AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE OF ACCEPTANCE

PRINT/TYPE NAME

DATE OF ACCEPTANCE SIGNATURE

TITLE

EXHIBIT NO. 3

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

WEST COAST FIRE & INTEGRATION, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
WEST COAST FIRE & INTEGRATION, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 27th day of MAY, 2022 by and between the CITY OF CARSON, a California municipal corporation ("City") and WEST COAST FIRE & INTEGRATION, 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 **Three Hundred Twenty-Eight Thousand Eight Hundred Twenty Dollars and Fifty-Six Cents (\$328,820.56)** (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:

Laurence Abbasi
(Name)

Service Manager
(Title)

<u>Dalton Ammann</u>	<u>Office Manager</u>
(Name)	(Title)
<u>Dan Shereneck</u>	<u>President</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 Robert Lennox, Assistant City Manager, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

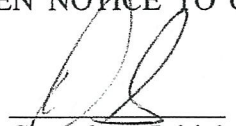
No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this 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.

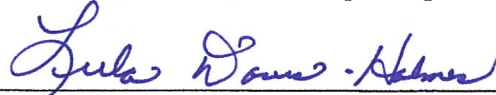
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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:

 Kourtney Cullors
Chief Deputy
City Clerk
for Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[brj]

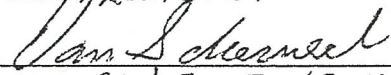
CONSULTANT:

WEST COAST FIRE & INTEGRATION, INC., a
California corporation

By: 

Name: DAN SCHERNECK

Title: PRESIDENT

By: 

Name: DAN SCHERNECK

Title: CEO

Address: 22405 La Palma Ave.

Yorba Linda, CA 92887

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

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

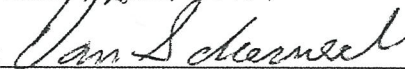
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

WEST COAST FIRE & INTEGRATION, INC., a
California corporation

By: 
Name: DAN SCHERNECK
Title: PRESIDENT

By: 
Name: DAN SCHERNECK
Title: CEO

Address: 22405 La Palma Ave.
Yorba Linda, CA 92887

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.

ACKNOWLEDGMENT

State of California

County of Orange

On MAY 27th, 2022 before me, Hiba Fatima Ravjani, Notary Public
(here insert name and title of the officer)

personally appeared Dan Schmeck, President

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(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.

WITNESS my hand and official seal.

Signature Hiba Fatima Ravjani



(Seal)

ACKNOWLEDGMENT

State of California

County of Orange

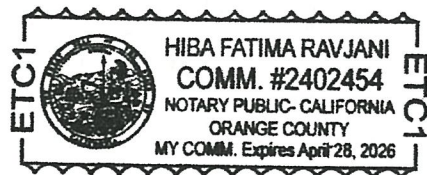
On May 27th, 2022 before me, Hiba Fatima Ravjani, Notary Public,
(here insert name and title of the officer)

personally appeared Dan Scherneck, CEO

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(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.

WITNESS my hand and official seal.

Signature Hiba Fatima Ravjani



(Seal)

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. General.** Provide comprehensive fire and security systems monitoring and maintenance services, troubleshooting, repairs as needed on an on-call basis, and limited installation services at various City facilities as described in this Agreement, including inspection, testing, certification, maintenance, and monitoring services for the City's nonproprietary networked fire alarm system and equipment. The testing/inspection/maintenance services are to be provided as required by the California and Los Angeles County Fire and Building Codes as adopted by the City, including the National Fire Protection Agency (NFPA) standards applicable to the City, and as provided herein. Services shall be provided at the following City facilities and vehicles:

		CITYWIDE FIRE SYSTEMS				ACCESS CONTROL	CCTV	ALARM SYSTEMS
		TASK 1		TASK 2		TASK 3	TASK 4	Task 5
		FIRE ALARM AND SUPPRESSION SYSTEMS		FIRE EXTINGUISHER	SPRINKLER SYSTEM - WET/DRY VALVE; COMMERCIAL KITCHEN HOODS	ACCESS CONTROL (PANELS)	CCTV (CAMERAS)	INTRUSION ALARM (KEYPADS)
CITY FACILITY		Semi-Annual Inspection, Testing and Maintenance (ITM) 5-Year Certification	Monthly Monitoring	Annual Inspection, Testing and Maintenance (ITM)	Annual Inspection, Testing and Maintenance (ITM)	Monthly Monitoring and Maintenance	Monthly Monitoring and Maintenance	Monthly Monitoring and Maintenance
1	City Hall	Yes	Yes	Yes	Yes	2	24	1*
2	Community Center	Yes	Yes	Yes	Yes	none	21	1*
3	Corporate Yard	Yes	Yes	Yes	Yes	3*	43	3*
4	Veterans Sports Complex and Park	Yes	Yes	Yes	Yes	none	17	3*
5	Carson Pool and Park	Yes	Yes	Yes	Yes	none	20	2*
6	Stevenson Gym and Park	Yes	Yes	Yes	Yes	none	4*	1*
7	Dominguez Park and Pool	No	No	Yes	No	none	1	1*
8	Dolphin Park	No	No	Yes	No	none	2	2*
9	Folsia Park and Pool	No	No	Yes	No	none	1	3*
10	Anderson Park	No	No	Yes	No	none	none	2*
11	Mills Park	No	No	Yes	No	none	10	1*
12	Hemingway Park	No	No	Yes	No	none	none	2*
13	Calas Park	No	No	Yes	No	none	2	none
14	Carriage Crest Park	No	No	Yes	No	none	none	1*
15	Del Amo Park	No	No	Yes	No	none	none	1*
16	Four (4) other mini parks	No	No	Yes	No	N/A	N/A	N/A
17	250 Vehicles	No	No	Yes	No	N/A	N/A	N/A

(Figure 1)

B. Task 1 - Fire Alarm System & Suppression System- Maintenance & Monitoring.

1. Consultant shall Inspect, Test, Maintain, Monitor (remotely, on a 24/7/365 basis), and if approved by the Contract Officer pursuant to Section II of this Exhibit "A," repair, the City's fire alarm and fire suppression systems, as required by (i) the Los Angeles County Fire Code Title 32 as adopted by the City as its Fire Prevention Code pursuant to Carson Municipal Code Section 3100 *et seq.*, (ii) Los Angeles County Building Code Title 26 as adopted by the City as its Building Code pursuant to Carson Municipal Code Section 8100 *et seq.* These regulations are largely based on and incorporate the California Fire and Building Codes and the uniform NFPA standards. Consultant shall provide these services at the City facilities as shown in Figure 1, and as provided below (including with respect to Dolphin and Foisia Parks), at the rates set forth in Exhibit "C." The City's fire alarm systems include 100% area smoke detection, ADA compliant notification appliances utilizing a voice evacuation system, elevator recall interface to the fire system, and the fire suppression system. Consultant shall ensure that the systems are maintained for correct and efficient operation at all times for the entire term of this Agreement.
2. Description of Networked Fire Alarm System to be inspected, tested, maintained and monitored:
 - (a) City Hall, located at 701 E. Carson Street, Carson CA 90745:
 - (i) Edwards EST3 Fire Alarm System with 100% area smoke detector coverage and voice evacuation system throughout;
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Edwards FireWorks Command Console for monitoring;
 - (b) Juanita Millender McDonald Community Center, located at 801 E. Carson Street, and includes the Stoke Center and Senior Center, Carson CA 90745:
 - (i) Edwards EST3 Fire Alarm System with 100% area smoke detector coverage and voice evacuation system throughout;
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module for connection to FireWorks Command Console at City Hall;

- (c) Veterans Park & Sports Complex, located at 22400 Moneta Avenue, Carson CA 90745:
 - (i) FCI 7100 Series Fire Alarm System with voice evacuation (existing system);
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module w/Edwards back-up power supply for connection to FireWorks Command Console at City Hall;
- (d) Corporate Yard, located at 18601 South Main Street, Carson CA 90746:
 - (i) Silent Knight 5700 system;
- (e) Carson Park, located at 21411 S. Orrick Avenue, Carson CA 90745:
 - (i) Notifier NFS-320 Fire Alarm System (existing system);
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module w/ Edwards back-up power supply for connection to FireWorks Command Console at City Hall;
- (f) Stevenson Park, located at 17400 Lysander Drive, Carson CA 90746:
 - (i) Notifier NFS-320 Fire Alarm System (existing system);
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module w/ Edwards back-up power supply for connection to FireWorks Command Console at City Hall.
- (g) Dolphin Park, located at 21205 Water St., Carson, CA 90745:
 - (i) Has a DSC Intrusion/Fire Panel (combination).
- (h) Foisia Park, located at 23410 Catskill Ave, Carson, CA 90745:
 - (i) Has a DSC Intrusion/Fire Panel (combination)

3. Description of the Fire Suppression System located at Carson City Hall and Community Center to be inspected, tested and maintained:
 - (a) Two (2) SHP Pro Clean Agent Detection and Control Systems covering approximately 750 square feet.
4. Inspection services shall include but not be limited to:
 - (a) Inspection of the general condition of the alarm control panels and related equipment and ensure all are in good working condition;
 - (b) Activation of each zone alarm and testing for the proper operation of zone lights, remote enunciators, trouble lamps/devices, auxiliary functions;
 - (c) Verification that all switches and lamps are properly labeled;
 - (d) Verification of correct zone annunciation at main terminal and sub terminals on all functional tests;
 - (e) Conducting tests on meters, and recording all control panel voltages;
 - (f) Making repairs if/when approved by Contract Officer pursuant to Section II of this Exhibit "A";
 - (g) Verification of satisfactory operation of interface equipment dialers, cabling, conductors, software and the absence of any diagnostic codes;
 - (h) Cleaning and vacuuming of interior of the panel, cleaning of card edge connectors and cable connector with manufacturer-approved cleaning solution;
 - (i) 5-Year Certification of systems as required by law.
5. During the entire term of this Agreement, Consultant shall provide inspection, testing and maintenance of the Networked Fire Alarm System and of the fire suppression system annually or as frequently as required by code, and shall repair same if approved by the Contract Officer pursuant to Section II of this Exhibit "A." Consultant shall also conduct 24-7 remote monitoring of the City's Fire Alarm systems. Consultant shall submit an inspection, testing, and maintenance report to the Contract Officer with recommendations after each visit. All repair recommendations, including for emergency repairs, shall be approved by the Contract Officer pursuant to Section II of this Exhibit "A" before actual repair work is started.

6. Without limitation, below are some sections of the Fire Code which describe the minimum level of service required to be performed for the fire alarm system and fire suppression system at all City locations:

- (a) Testing – 2019 California Fire Code 907.8.2: Testing shall be performed in accordance with the schedules in NFPA 72 and whenever required by the fire code official. Records of testing shall be maintained and provided to the City.
- (b) Monitoring – 2019 California Fire Code 907.6.6: Fire alarm systems required by this chapter (of the Fire Code) or by the California Building Code shall be monitored by an approved supervising station in accordance with NFPA 72 and this section.
- (c) Maintenance – 2019 California Fire Code 907.8.1: Where required for compliance with the provisions of (the Fire Code), devices, equipment, systems, conditions, arrangements, levels of protection or other features shall thereafter be continuously maintained in accordance with applicable NFPA requirements or as directed by the fire code official.
- (d) LACFC 46. 901.6.1 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 901.6.1 and Chapters 3 and 5 of Title 19 of the California Code of Regulations.
- (e) LACFC 46. 912.9 Breakable Caps or Plugs. A fire hose coupling that is part of a Fire Department connection shall be provided with a protective breakable cap or plug. Missing or damaged breakable caps or plugs shall be replaced.

C. Task 2 - Fire Extinguisher & – Sprinkler Systems- Wet/Dry Valve Maintenance (including Commercial Cooking Systems).

- 1. Consultant shall complete fire extinguisher and fire sprinkler system testing, inspections and routine maintenance in accordance with NFPA 25 and applicable code requirements. Consultant shall provide a signed/certified report of all such inspections to the Contract Officer.
- 2. Consultant shall provide job estimates along with any evaluation data to the Contract Officer prior to any necessary or recommended repairs, including emergency repairs. The City reserves the right to determine whether to proceed with repair if in the best interest of the City. Any and all such repairs shall be authorized in accordance with Section II of this Exhibit.
- 3. As part of every required fire sprinkler system inspection, Consultant shall survey the building and fire sprinkler systems (and all related equipment) for any manufacturers' recalls, recommended repairs, upgrades, or

modifications. All findings shall be included as a separate part of the inspection report.

4. Coordination of tests, inspections, and repairs shall take place with the City's Facilities Maintenance Manager or designee in concert with the Contract Officer, being mindful that these systems are monitored/alarmed locally, and provided that any on-call repairs must be authorized in accordance with Section II of this Exhibit "A."
5. Consultant shall maintain the systems as hereinafter specified and shall provide all labor and materials necessary to keep the systems properly maintained for correct and efficient operation at all times. Consultant shall use trained and qualified personnel to regularly and systematically inspect, test, and adjust the systems, and to submit both an inspection & test report and when necessary a repair recommendation for Contract Officer approval pursuant to Section II of this Exhibit "A."
6. Description of System Specifications and Minimum Requirements:
 - (a) Fire Extinguishers:
 - (i) As required by the City's fire code, Consultant shall visually inspect extinguishers when they are initially installed and once a month after that, in addition to the annual maintenance inspections detailed below. Fire extinguishers should be visually inspected more frequently than once a month if they are installed in locations where they are more prone to rust, impact or tampering.
 - (ii) All portable fire extinguishers must meet manufacturing and performance standards and bear the label of an Office of the State Fire Marshal (OSFH) approved testing laboratory. Consultant shall inspect, test, maintain, and certify all fire extinguishers annually in the assigned City owned or occupied buildings. An A-B-C fire extinguisher shall be used on all kinds of fires.
 - (iii) Consultant's Annual Fire Extinguisher Checklist:
 - (A) Confirm the extinguisher is visible, unobstructed, and in its designated location;
 - (B) Verify the locking pin is intact and the tamper seal is unbroken. Examine the extinguisher for obvious physical damage, corrosion, leakage, or clogged nozzle;

- (C) Confirm the pressure gauge or indicator is in the operable range or position, and lift the extinguisher to ensure it is still full;
- (D) Make sure the operating instructions on the nameplate are legible and facing outward;
- (E) Check the last professional service date on the tag. (A licensed fire extinguisher maintenance contractor must have inspected the extinguisher within the past 12 months);
- (F) Initial and date the back of tag;
- (G) Report/Remove expired service tags and missing, damaged, or used extinguishers immediately. Submit a replacement report to the Contract Officer for approval;
- (H) Refill, replenish and re-certify fire extinguishers of approximately 250 City vehicles during required annual inspection.

(b) Sprinklers – 24 Wet Systems – Quarterly Inspections:

- (i) Inspect twenty-four (24) wet systems and risers;
- (ii) Perform 2” drain test and record static and residual pressure(s);
- (iii) Determine if fire sprinkler system is functional and in satisfactory condition;
- (iv) Check condition of drain valves, gauges and related components;
- (v) Inspect and test all sprinkler control valves for proper position and condition;
- (vi) Tag alarm valves as required by code and law;
- (vii) Inspect sprinkler control valve identification signs and security arrangements;
- (viii) Check all control valves;
- (ix) Check system control valves and sectional valves and lubricate as necessary;

- (x) Check condition of all alarm valves and related trim;
- (xi) Test water motor alarm going on all systems by:
 - (A) Operating inspectors test connection;
 - (B) Visual inspection;
 - (C) Water flow for evidence of any obstruction;
- (xii) Inspect and test sprinkler alarm system components;
- (xiii) Check condition of sprinkler heads for any obstructions or coatings;
- (xiv) Check reserve sprinkler heads for proper supply and arrangement;
- (xv) Check for adequate clearance around sprinkler heads for proper water distribution;
- (xvi) Check general condition of sprinkler system piping, hangers, and related equipment;
- (xvii) Inspect the following fire department connections, and lubricate as necessary:
 - (A) Couplings;
 - (B) Caps;
 - (C) Threads;
 - (D) Clapper;
 - (E) Check valves;
 - (F) Drains;
- (c) Sprinklers – Dry Valves – Quarterly Inspections:
 - (i) Dry-trip valve to determine if it is in service and in working condition;
 - (ii) Check drain valves, gauges, and related components;
 - (iii) Inspect and test all control valves for proper position, condition, and accessibility;

- (iv) Tag dry valve;
 - (v) Inspect building for changes that could affect system performance;
 - (vi) Check sprinkler heads for any obstruction/coatings that may hinder activation;
 - (vii) Check condition of dry valve and related trim;
 - (viii) Check reserve sprinkler heads for proper supply and assortment;
 - (ix) Check for adequate clearance around sprinkler heads for proper water distribution;
 - (x) Drain low points per NFPA 25;
 - (xi) Inspect pressure-reducing valve per manufacturer standards and report as necessary;
 - (xii) Contractor shall complete a 5-year certification of the sprinkler system.
- (d) All Inspection, Testing and Maintenance records must be kept according to the rules listed in NFPA 25 California Edition and the California Code of Regulations which covers the type of forms used, their contents, the length of time they must be kept.
 - (e) Without limitation, below are some sections of the Fire Code which describe the minimum level of service required to be performed for the fire extinguishers at all City locations:
 - (i) CCR Title 19 Sec. 575.1. Extinguishers shall be subjected to maintenance annually as described in Title 19 of the CCR. With Exceptions, this type of service does not require internal examination of the extinguisher.
 - (ii) Commercial Cooking Systems shall be operated and maintained in accordance with Chapter 5 of Title 19 of the CCR.

D. Task 3 – Access Control System Maintenance.

Consultant shall ensure that all access control systems are maintained for correct and efficient operation at all times for the entire term of the Agreement. All systems and system components shall be inspected quarterly, and must be repaired

(including on an emergency basis) after prior Contract Officer approval pursuant to Section II of this Exhibit "A."

Description of the current Access Control Systems:

- City Hall - Has 2 large mercury-based panel enclosures to support 38 readers with HID multiclass smart card readers. These are all programmed and commissioned on the Genetec Synergis access control software. Contractor shall be able to provide new access cards as needed. The City currently has 500 access cards. Contractor shall be able to repair and/or replace existing locking hardware as needed as part of the maintenance services at no additional cost.
- Corporate Yard - Has a newly-installed Brivo panel enclosure in each building (A,B,C) together with a new 24 V power supplies with new HID multiclass smart card readers on 14 doors. These are all commissioned and programmed on a new Brivo SasS based hosted access control software, configured to time zone; access group and door schedule. The City currently has 500 access cards. Contractor shall be able to repair and/or replace existing locking hardware as needed.

E. Task 4 – CCTV Maintenance and Monitoring.

Consultant shall ensure that all CCTV systems/cameras are maintained and monitored (remotely, on a 24/7/365 basis) for correct and efficient operation at all times for the entire term of the Agreement. All systems and cameras shall be inspected quarterly, and must be repaired (including on an emergency basis) after prior Contract Officer approval pursuant to Section II of this Exhibit "A."

Description of the current CCTV/camera Systems:

The City uses stand-alone CCTV/cameras at City Hall, Community Center, Veterans Park, Carson Park, Stevenson Park, Dominguez Park, Dolphin Park, Foisia Park, Mills Park and Calas Park. (See Figure 1). These video surveillance systems use the same software i.e., Genetec Synergies due to Genetec's unified platform capabilities. (See Figure 1). Server has 18 TB of storage allowing the City the ability to retain 30 days of storage online.

The Corporate Yard has newly installed several Axis- 2MP high-definition cameras with Arcules Network Camera bridge (90 day retention).

F. Task 5 – Intrusion System Maintenance and Monitoring.

Consultant shall ensure that all intrusion systems are maintained and monitored (remotely, on a 24/7/365 basis) for correct and efficient operation at all times for the entire term of the Agreement. All intrusion systems, including all panels, keypads, and other components and equipment, shall be inspected quarterly, and

must be repaired (including on an emergency basis) after prior Contract Officer approval pursuant to Section II of this Exhibit "A."

Description of the current Intrusion Systems (including partial/incomplete systems or system components):

- City Hall - Has 1 DMP Panel, 2 DMP wireless LCD keypads and 1 DMP wireless high-power receiver; 1 DMP siren, 4 DMP wireless motion sensors and 11 DMP wireless door sensors.
- Community Center – Has 1 DSC Panel.
- Corporate Yard – Has 3 Bosch 64 zone panel, 9 keypads, 21 motion sensors, 6 hardwired sirens, 33 wireless door sensors.
- Parks and Other Facilities – All City Parks, excluding Calas Park and the four mini-parks, have between 1 - 3 panels (See Figure 1).

G. Troubleshooting. Consultant shall provide services as necessary to troubleshoot and correct the deficiencies, to normal the panels, and to clear the items out of compliance as identified in the Los Angeles County Fire Department Inspection Report issued to the City dated December 22, 2020.

H. Monitoring Conversion Services. Consultant shall provide services related to conversion of monitoring of systems on cell dialers, as necessary to facilitate Consultant's monitoring of systems pursuant to this Agreement.

I. Installation Services. Consultant shall complete installation of the DMP intrusion systems at Stevenson Park and Veterans Park & Sports Complex. Installation of these systems was commenced by a prior City contractor, but was never completed. Consultant will complete the installation work that was originally intended to be completed by the prior contractor, as specified in Section I.D.2 and I.E.2 of Exhibit "A" of City Contract No. C-18-031. The systems will be fully installed, commissioned and tested. Once installation is completed, Consultant shall providing ongoing maintenance (including quarterly inspections and on-call repairs) and monitoring for these systems as provided in subsection (F) of this Section I within the costs set forth in Exhibit "C."

J. On-Call Repair Services. Consultant shall perform on-call repair services as needed to make repairs (beyond ordinance maintenance, inspections, testing, etc.) that may be required for operability of any of the security systems or system components that Consultant is responsible for maintaining pursuant to this Agreement, if such services are authorized pursuant to Section II of this Exhibit "A," whether such authorization is initiated by a recommendation of Consultant made during/following a maintenance visit or otherwise.

K. With the exception of emergency on-call repair services, all services shall be performed on regular City business days – Mondays through Thursdays, between

the hours of 7:00 a.m. and 6:00 p.m., exclusive of national holidays and holidays observed by the City.

L. During the term of this Agreement, the City reserves the right to add or delete specific services and/or locations at the applicable rates established in this Agreement. The Contract Officer shall give a seven (7) day notice to Consultant of any requested changes. Notwithstanding the foregoing, all additions or deletions of services and/or locations are to be approved and implemented under Section 1.8 of this Agreement or with City Council approval; otherwise, they will be deemed unauthorized and any payments made will be disgorged.

M. Warranty: The warranty period for all labor work performed under this Agreement shall be one (1) year upon review and acceptance of work from City.

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

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; 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 may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

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

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

A. Compliant, operable and well-maintained existing systems and system components or equipment.

B. Replacement parts as needed for on-call repair services.

C. Inspection reports and recommendations as provided in Section IV, below.

IV. 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.** Fire System inspection, testing, maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one business day after each visit, or during the visit for emergencies.
- B.** Signed/certified reports of all fire extinguisher and fire sprinkler inspections and testing, with findings and any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one business day after each visit, or during the visit for emergencies.
- C.** Access control system inspection and maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one business day after each visit, or during the visit for emergencies.
- D.** CCTV/camera system inspection and maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one day after each visit, or during the visit for emergencies.
- E.** Intrusion system inspection and maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one day after each visit, or during the visit for emergencies.
- F.** Fire alarm system, CCTV system, and intrusion system monitoring reports on a daily basis for all monitored sites, detailing any incidents (in addition to reports/actions required to respond to incidents as they occur).
- G.** Other reports and records as may be required for compliance with the Fire Code, Building Code or other applicable laws, rules or regulations.

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

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

- A.** Bill Romine – Field Supervisor
- B.** Steve Logan – Lead Service Technician
- C.** Sash Simmons – Project Manager

- D.** Will Contreras – Service Technician
- E.** Nic Howard – Lead Inspector
- F.** Sam Oporto – Inspector
- G.** Justin Piro – Technician & Inspector
- H.** Richard Haimann – Inspector
- I.** Alex Kim – Service Technician/Inspector
- J.** Ernesto Estrada – Inspector
- K.** Manny Olvera – Inspector
- L.** Oscar Perez – Inspector
- M.** Shambaugh & Son, L.P., a Texas limited partnership – Approved subcontractor for work requiring a C-16 (Fire Protection Contractor) license from the Contractors State License Board.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.10, "Compliance with Labor and Wages Laws," is hereby added to the Agreement to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws."

Certain portions of the Services that meet the definition of "public works" under Labor Code Section 1720 ("PW Work") (including all of the maintenance, inspection, testing, installation, monitoring conversion work [but not remote monitoring services], troubleshooting, and on-call repair work performed at City facilities) are subject to prevailing wages under the Labor Code and to the extent they are so, the below provisions will apply.

(a) **Public Work.** The Parties acknowledge that PW 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 PW 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 performed any PW Work must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any such 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 PW 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 *five (5) one (1) years commencing on July 1, 2022, and expiring on June 30, 2027 (“Term”)* ~~from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’).~~ *The City has the option, at its sole discretion, to extend the Term by up to two (2) years, in one (1) year increments (each, an “Extension Term”), for an amount not exceeding \$50,100.28 for the first Extension Term and \$50,661.85 for the second extension term.*”

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	ANNUAL RATE	TIME	SUB-BUDGET
Task 1 - Fire Alarm & Suppression System Monitoring	\$5,400	5 Years	\$27,000
Task 1 - Fire Alarm & Suppression System Inspections/Testing/Maintenance	\$14,100	5 Years	\$70,500
Task 2 -Fire Sprinkler System (Wet/Dry Valve including commercial hoods) Inspections/Testing/Maintenance	\$12,124	5 Years	\$60,620
Task 2 - Fire Extinguishers Inspections/Testing/Maintenance	\$7,245	5 Years	\$36,225
Task 3 – Access Control Systems Maintenance	\$5,760	1 Year	\$5,760
Task 4 – CCTV Systems Maintenance & Monitoring	\$28,800	1 Year	\$28,800
Task 5 – Intrusion System Maintenance & Monitoring	\$14,100	1 Year	\$14,100
Troubleshooting (Exh. A, §I.G)	\$2,600	One-Time	\$2,600
Monitoring Conversion using Cellular Dialers (Exh. A, §I.H)	\$24,990	One-Time	\$24,990
On-Call Repair Services (Exh. A, §I.J)	Per Exh. C, §7	5 Years	Year 1: \$4,000 for non- emergency services, \$4,800 for emergency services; hourly rates thereafter increasing by 5% annually (5- Year Total = \$48,625.56)

Completion of Installation of
Intrusion Systems at Veterans &
Stevenson Parks

\$4,800 per
system

One-Time \$9,600

II. A location-by-location breakdown of the annual costs for Tasks 1-5 is as follows:

		CITYWIDE FIRE SYSTEMS				ACCESS CONTROL	CCTV	ALARM SYSTEMS
		TASK 1		TASK 2		TASK 3	TASK 4	TASK 5
		FIRE ALARM SYSTEM AND SUPPRESSION SYSTEM		FIRE EXTINGUISHER	SPRINKLER SYSTEM - WET/DRY VALVE including COMMERCIAL COOKING HOODS	ACCESS CONTROL	CCTV	INTRUSION
CITY FACILITY		Semi-Annual Inspection, Testing and Maintenance (ITM) 3-Year Certification	Monthly Monitoring	Annual Inspection, Testing and Maintenance (ITM)	Annual Inspection, Testing and Maintenance (ITM)	MAINTENANCE AND MONITORING	MAINTENANCE AND MONITORING	MAINTENANCE AND MONITORING
1	City Hall	\$3,840.00	\$500.00	\$300.00	\$3,600.00	\$2,880.00	\$2,880.00	NA
2	Community Center	\$3,700.00	\$30.00	\$300.00	\$2,062.00		\$2,360.00	\$43.00
3	Corporate Yard	\$640.00	\$30.00	\$3,073.00	\$1,340.00	\$2,880.00	\$2,880.00	\$135.00
4a	Veterans Park	NA	NA	NA	NA		NA	\$43.00
4b	Veterans Sports Complex	\$1,920.00	\$30.00	\$273.00	\$1,430.00		\$2,360.00	\$43.00
5a	Carson Park	\$1,920.00	\$30.00	\$283.00	\$2,062.00		\$2,360.00	\$43.00
5b	Carson Pool	NA	NA	NA	NA		NA	\$43.00
6	Stevenson Gym and Park	\$1,440.00	\$30.00	\$223.00	\$1,430.00		\$2,360.00	\$90.00
7a	Dominguez Park			\$223.00			\$2,360.00	\$90.00
7b	Dominguez Pool			NA			NA	\$43.00
8	Dolphin Park	NA	\$30.00	\$273.00			\$2,360.00	\$43.00
9	Foia's Park	\$640.00	\$30.00	\$223.00			\$2,360.00	
9	Foia's Pool			NA			NA	\$43.00
10	Anderson Park			\$200.00				\$90.00
11	Mills Park			\$200.00			\$2,360.00	\$43.00
12a	Hemingway Park			\$223.00				\$90.00
12b	Hemingway Pool			NA				\$43.00
13	Catas Park	NA		\$173.00			\$2,360.00	\$43.00
14	Carriage Crest Park			\$100.00				\$43.00
15	Del Amo Park			\$223.00	NA			\$43.00
16	Four (4) other mini parks							
17	250 Vehicles			\$313.00				
Annual Not-to-Exceed Amount		\$14,100.00	\$5,400.00	\$7,245.00	\$12,124.00	\$5,760.00	\$28,800.00	\$14,300.00
Notes:	Green colored box means - need maintenance or monitoring service	Gray colored box means - no maintenance or monitoring service needed	Blue colored box means - total cost per task					
* maintenance garage								

- III. For all on-call Services, Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.
- IV. 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.
- V. 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.
- VI. The total compensation for the Services shall not exceed \$328,820.56 as provided in Section 2.1 of this Agreement.
- VII. The Consultant's billing rates for all licensed technician personnel are as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Emergency on-call repair services (outside of regular City business hours) - Hourly Rate*	\$120	\$126	\$132.30	\$138.92	\$145.86
Non-Emergency Repair Services -	\$100	\$105	\$110.25	\$115.76	\$121.55

Hourly Rate*					
-----------------	--	--	--	--	--

*For each service call, Consultant will bill for: (1) exact/actual time worked on-site; (2) travel time, not to exceed two hours; and (3) a trip charge of \$35. Example: A Year 1 non-emergency service call takes 30 minutes to perform. The technician's roundtrip driving time was one hour. Consultant will bill as follows: (1) .5 hrs labor = \$50; plus (2) 1 hr travel time = \$100; plus (3) \$35 trip charge. Total charge = \$185.

Note: The rates set forth in the foregoing table reflect an annual 5% increase; if the City exercises one or both of its options to extend the Term of this Agreement pursuant to Section 3.4, the rates will continue as set forth in the table with the same 5% annual rate of increase for each of the two optional Extension Terms.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Timing/Frequency

- A. Task 1:** Ongoing throughout term of Agreement; Frequency of testing/inspections/maintenance = as stated in Exhibit "A" and as required by code; 24/7/365 monitoring.
- B. Task 2:** Ongoing throughout term of Agreement; Frequency of Inspections/Testing/Maintenance = as stated in Exhibit "A" and as required by code.
- C. Task 3:** Ongoing for one year*; Quarterly inspections.
- D. Task 4:** Ongoing for one year*; Quarterly inspections; 24/7/365 monitoring.
- E. Task 5:** Ongoing for one year*; Quarterly inspections; 24/7/365 monitoring.
- F. Troubleshooting (Exh. A, §I.G):** To be completed within 14 days after Notice to Proceed.
- G. Monitoring Conversion (Exh. A, §I.H):** To be completed within 30 days after Notice to Proceed.
- H. Installation Services (Exh. A, §I.I) –** To be completed within 60 days after Notice to Proceed.

* City may opt to continue these services for up to two additional one-year periods after the first year at the same rates specified in Exhibit "C," subject to City Council approval and execution of a written amendment to this Agreement by the Parties.

- II. Consultant shall perform all on-call Services timely as set forth in Exhibit A, i.e., in accordance with the applicable Task Proposal and completed by the Task Completion Date.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GMGS Risk Management & Insurance Services 6201 Oak Canyon, Suite 100 Irvine, CA 92618 www.gmgs.com 0B84519	CONTACT NAME: Jennifer Barton PHONE (A/C, No. Ext): 949-559-3394 FAX (A/C, No.): 949-559-6703 E-MAIL ADDRESS: jenniferb@gmgs.com INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: INSURER C: Indian Harbor Insurance Company 36940 INSURER D: INSURER E: INSURER F:
INSURED West Coast Fire & Integration, Inc. 1474 N. Miller Dr Colton CA 92324	

COVERAGES**CERTIFICATE NUMBER:** 68112173**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		GLO 3907797-00	1/15/2022	1/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		BAP 3907799-00	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	WC 3907798-00	1/15/2022	1/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional/Pollution Liability Retro Date: 5/1/2005				PEC2000030	1/15/2022	1/15/2023	\$3,000,000 Each Claim \$3,000,000 Aggregate \$10,000 Self Insured Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate may be relied upon only if the certificate addendum referred to herein is attached hereto.
All operations of the named insured subject to the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Carson 701 E Carson Street Carson CA 90745	INSURANCE APPROVED <i>RG</i> 5/18/2022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Finn
--	---	---

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ACORD 25 (2016/03)

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EXHIBIT NO. 4

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and WEST COAST FIRE & INTEGRATION, INC., a California corporation ("Consultant") is effective as of the 3 day of October, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated May 27, 2022 ("Agreement") whereby Consultant agreed to provide fire and security systems monitoring and maintenance Services for 5 years, commencing July 1, 2022 and expiring on June 30, 2027, for a total Contract Sum of \$328,820.56.

B. Additional services are required to include: connecting all existing relays to new HVAC units for shutdown at City Hall, conducting troubleshooting at City Hall for various issues, providing a replacement SIGA-270 pull station at the Community Center, and providing a new wireless communicator by changing the cell carrier from Verizon to AT&T at Stevenson Park Community Center (collectively, "Additional Services"), all of which are needed to be completed for fire and safety purposes.

C. City and Consultant now desire to amend the Agreement to add the Additional Services and increase compensation by \$32,225 to cover the cost of the Additional Services for a total Contract Sum of \$361,045.56.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

A. **Section 2.1, Contract Sum, is hereby amended to read in its entirety as follows:**

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Three Hundred Sixty One Thousand Forty Five Dollars and Fifty Six Cents (\$361,045.56)*** ~~Three Hundred Twenty Eight Thousand Eight Hundred Twenty Dollars and Fifty Six Cents (\$328,820.56)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. **Sections I. N–Q. are hereby added to Exhibit "A," Scope of Services, to read in their entirety, as follows:**

- "N. Carson City Hall: Connect all existing relays to new HVAC units for shutdown; assist est contractor to program all relays to shut HVAC units down upon smoke detector or waterflow activation; create as-built drawings to indicate new locations of HVAC units and relays; pretest and perform final inspection for City acceptance ("City Hall HVAC Connection").
- O. Carson City Hall: Troubleshoot the Remote Mic (Trouble and Security); troubleshoot the Ground Fault; troubleshoot the Auxiliary Port Trouble; work alongside 1 EST programmer and 2 Techs for 4 hours each ("City Hall Troubleshooting").
- P. Community Center: Provide a replacement SIGA-270 pull station; remove the existing deficient pull station and replace it with a new SIGA-270 pull station; troubleshoot the Speaker Circuit 1 Ground Fault; work alongside 1 EST programmer and 2 Techs for 4 hours each ("Community Center Pull Station Replacement").
- Q. Stevenson Park Community Center: Provide a new wireless Dual Conn. LA communicator by changing the cell carrier from Verizon to AT&T; confirm signals from the new dialer; connect to central station and confirm signals; work alongside 1 Tech for 4 hours ("Stevenson Park Community Center Wireless Replacement").

C. Section I. of Exhibit "C," Schedule of Compensation, is hereby amended to read in its entirety, as follows:

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

	ANNUAL RATE	TIME	SUB-BUDGET
Task 1 - Fire Alarm & Suppression System Monitoring	\$5,400	5 Years	\$27,000
Task 1 - Fire Alarm & Suppression System Inspections/Testing/Maintenance	\$14,100	5 Years	\$70,500
Task 2 -Fire Sprinkler System (Wet/Dry Valve including commercial hoods) Inspections/Testing/Maintenance	\$12,124	5 Years	\$60,620
Task 2 - Fire Extinguishers Inspections/Testing/Maintenance	\$7,245	5 Years	\$36,225
Task 3 – Access Control Systems Maintenance	\$5,760	1 Year	\$5,760
Task 4 – CCTV Systems Maintenance & Monitoring	\$28,800	1 Year	\$28,800

Task 5 – Intrusion System Maintenance & Monitoring	\$14,100	1 Year	\$14,100
Troubleshooting (Exh. A, §I.G)	\$2,600	One-Time	\$2,600
Monitoring Conversion using Cellular Dialers (Exh. A, §I.H)	\$24,990	One-Time	\$24,990
On-Call Repair Services (Exh. A, §I.J)	Per Exh. C, \$7	5 Years	Year 1: \$4,000 for non-emergency services, \$4,800 for emergency services; hourly rates thereafter increasing by 5% annually (5-Year Total = \$48,625.56)
Completion of Installation of Intrusion Systems at Veterans & Stevenson Parks	\$4,800 per system*	One-Time	\$9,600*
<i>City Hall HVAC Connection</i>	<i>\$26,000</i>	<i>One-Time</i>	<i>\$26,000¹</i>
<i>City Hall Troubleshooting</i>	<i>\$2,615</i>	<i>One-Time</i>	<i>\$2,615²</i>
<i>Community Center Pull Station Replacement</i>	<i>\$2,615</i>	<i>One-Time</i>	<i>\$2,615³</i>
<i>Stevenson Park Community Center Wireless Replacement</i>	<i>\$995</i>	<i>One-Time</i>	<i>\$995⁴</i>

1:

LABOR - INSTALL & TESTING \$12500.00
DESIGN & PRODUCTION OF PLANS (PERTAINING TO HVAC UNITS) \$7500.00
MATERIALS- (WIRE, BOXES, CONNECTORS & SUPPORTS) \$2500.00
PROGRAMMING- (EST) FIRE ALARM PANEL \$3500.00

2:

\$1,495 Programmer
\$1,120 Labor
\$2,615 Total

3:

\$1,495	Programmer and Material
\$1,120	Labor
\$2,615	Total

4:

\$395	Material	1	DUALCOMM-LA
\$600	Labor		
\$995	Total		

D. Section VI. of Exhibit "C," Schedule of Compensation, is hereby amended to read in its entirety, as follows:

"VI. The total compensation for the Services shall not exceed ~~\$361,045.56~~ ~~\$328,820.56~~ as provided in Section 2.1 of this Agreement."

E. Sections I. I-L. are hereby added to Exhibit "D," Schedule of Performance, to read in their entirety, as follows:

"I. *City Hall HVAC Connection – to be completed within forty-five (45) days after Notice to Proceed.*

J. *Carson City Hall Troubleshooting – one (1) time visit to troubleshoot at the direction of the City's Contract Officer (if techs find a deficiency, then parties will need a return trip which will require another proposal to provide the part and labor); two (2) techs onsite for four (4) hours each; as soon as it has been approved, parties can schedule within a few days.*

K. *Community Center Pull Station Replacement – one (1) time visit at the direction of the City's Contract Officer; two (2) techs onsite for four (4) hours each; as soon as it has been approved, parties can order the parts and install within a few days.*

L. *Stevenson Park Community Center Wireless Replacement – one (1) time visit at the direction of the City's Contract Officer; tech onsite for four (4) hours; as soon as it has been approved, parties can order the parts and install within a few days."*

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

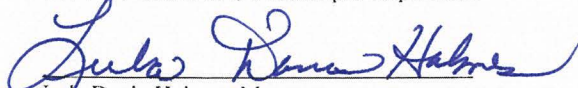
6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

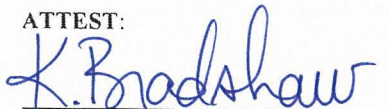
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:


CITY OF CARSON, a municipal corporation

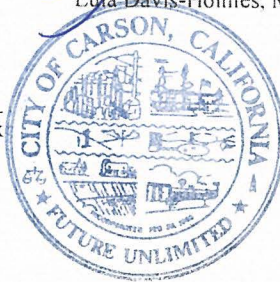

Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

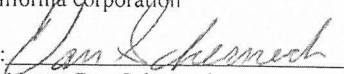
APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

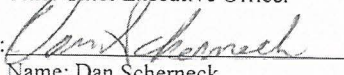

Sunny K. Soltani, City Attorney
[alh, rjl]



CONSULTANT:

WEST COAST FIRE & INTEGRATION, INC., a
California corporation

By: 
Name: Dan Schemeck
Title: Chief Executive Officer

By: 
Name: Dan Schemeck
Title: Chief Financial Officer

Address: 22405 East La Palma Ave.
Yorba Linda, CA 92887

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

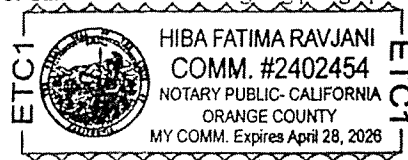
COUNTY OF ORANGE

On October 6, 2023 before me, Hiba Fatima Ravjani, personally appeared Dan Scherneck, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: Hiba Fatima Ravjani



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

- ☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐

ATTORNEY-IN-FACT

- ☐

TRUSTEE(S)

- ☐

GUARDIAN/CONSERVATOR

- ☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

From: [Roobik Galoosian](#)
To: [Evelyne Carmona](#)
Cc: [Nora Garcia](#); [Desiree Johnson](#)
Subject: RE: Updated COI - West Coast Fire
Date: Tuesday, October 31, 2023 7:06:13 AM
Attachments: [City of Carson 10476028 Climatec, LLC dba West Coast Fire \(1\).pdf](#)
[image004.png](#)
[image005.png](#)

Hi Evelynne,

This insurance is approved. The PDF is protected so I am unable to stamp it. You may use this email to show the approval.

Thanks,

Roobik Galoosian

Risk Management

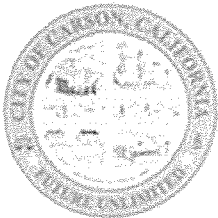
City of Carson

701 E. Carson Street

Carson, CA 90745

Ph: 310.952.1764 Fax: 310.830.2471

City Hall is Closed on Friday



From: Evelynne Carmona <ecarmona@carsonca.gov>

Sent: Monday, October 30, 2023 1:39 PM

To: Roobik Galoosian <RGaloosian@carsonca.gov>

Cc: Nora Garcia <ngarcia@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>

Subject: Re: Updated COI - West Coast Fire

Hello Roobik,

Please see updated COI.

Evelyne Carmona

Senior Administrative Analyst



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
*MARSH USA, LLC
540 W. Madison
Chicago, IL 60661
Attn: Chicago.CertRequest@marsh.com | Fax: 212-948-0770

CONTACT NAME: Marsh | U.S. Operations

PHONE (A/C, No, Ext): (866) 966-4664

FAX (A/C, No):

E-MAIL ADDRESS: Chicago.CertRequest@marsh.com

CN101409675-Clima-ProfP-23-24

INSURED
Climatex, LLC dba West Coast Fire
Named Insured effective 9.8.23
22405 La Palma Ave, Yorba Linda, CA 92887 OR
2851 W. Kathleen Road
Phoenix, AZ 85053

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : HDI Global Insurance Company

41343

INSURER B : Zurich American Insurance Company

16535

INSURER C : American Zurich Insurance Company

40142

INSURER D : Indian Harbor Insurance Company

36940

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

CHI-010476028-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	GLD5692902	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP 1040859-07	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	CUD5693002	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> X <input type="checkbox"/> N/A	WC 1040858-07	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Poll & Prof Liab			CEO744677507	10/07/2023	10/07/2024	SIR: \$100K Occ/Agg See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Agreement for Contract Services

City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds on GL and Auto policies

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101409675

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY *MARSH USA, LLC		NAMED INSURED Climatec, LLC dba West Coast Fire Named Insured effective 9.8.23 22405 La Palma Ave, Yorba Linda, CA 92887 OR 2851 W. Kathleen Road Phoenix, AZ 85053	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability Coverage: A. \$10,000,000 Each Claim Limit of Liability
\$10,000,000 Professional Liability Coverage Aggregate Limit
\$100,000 Self-Insured Retention
Retroactive Date: October 22, 2001

Rectification Coverage: B. \$10,000,000 Each Rectification Expense Limit of Liability
\$10,000,000 Rectification Coverage Aggregate Limit
\$100,000 Self-Insured Retention
Retroactive Date: September 7, 2011

Pollution Loss Coverage:
Job Site - Occurrence: D.1. \$3,000,000 Each Claim Limit of Liability
\$3,000,000 Pollution Loss Coverage Aggregate Limit
\$100,000 Self-Insured Retention
Retroactive Date: N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT	ANY LOCATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Climatec, LLC

Endorsement Effective Date: 1.1.2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLIMATEC, LLC
Endorsement Effective Date: 1-1-2023

SCHEDULE

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY	
Policy Number: BAP 1040859-08	Effective Date: 01-01-2023
Expiration Date: 01-01-2024	
Named Insured: CLIMATEC, LLC	
Address: 2851 WEST KATHLEEN ROAD PHOENIX, AZ 85053	
Additional Insured (Lessor): ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT Address:	
Designation Or Description Of "Leased Autos": ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT.	

Coverages	Limit Of Insurance
Covered Autos Liability	Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PER SCHEDULE ON FILE WITH MARSH	30

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLIMATEC, LLC

Endorsement Effective Date: 1-1-2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO
WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN
CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT

ANY LOCATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT

ANY LOCATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations performed by you or on your behalf. Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy. However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT**SCHEDULE**

Name, Address and E-Mail Address of Other
Person(s) / Organization(s):

Number of Days Notice:

PER SCHEDULE ON FILE WITH CARRIER

10 DAYS FOR NON-PAYMENT
30 DAYS ALL OTHER

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
 - II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
 1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
 2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
 - III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.
- All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT

ANY LOCATION FOR WHICH THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH COVERAGE UNDER A PRIOR WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

WHEN REQUIRED BY PRIOR WRITTEN CONTRACT OR WRITTEN
AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph 5. of Section IV – Conditions is replaced by the following:

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
 - (1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.
 - (2) The insurance provided under this Coverage Part will not seek contribution from any other insurance available to an additional insured, provided that:
 - (a) The additional insured is a Named Insured under such other insurance;
 - (b) The additional insured is shown in the Schedule; and
 - (c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other
Person(s) / Organization(s):

Number of Days Notice:

WHEN REQUIRED BY PRIOR WRITTEN CONTRACT

10 DAYS FOR NON-PAYMENT
30 DAYS ALL OTHER

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
- II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
 1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
 2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
- III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

The Named Insured is amended to read as follows:

CLIMATEC, LLC
KX2 HOLDINGS BUILDING TECHNOLOGIES GROUP, LP
COHESIVE AUTOMATION INC
KX 2 HOLDINGS, LLC
KX2 HBTG GP, LLC
1632 WALNUT HILL LANE, LLC
RGSB

All other terms and conditions remain the same.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

WHEN REQUIRED BY PRIOR WRITTEN CONTRACT OR WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 9. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PER SCHEDULE OF FILE WITH MARSH	30

All other terms and conditions of this policy remain unchanged.

WC 1040858-07 EFF 1-1-2023

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1-1-2023 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 1040858-07 of the AMERICAN ZURICH INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to CLIMATEC LLC

Premium \$

Authorized Representative

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers' Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers' compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers' compensation law. We will not file evidence of this

insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**Alternate Employer****State of Special or
Address****Temporary Employment**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 1040858-07 EFF 1-1-2023

EXHIBIT NO. 5

CONTRACT OFFICER'S AUTHORITY UNDER SECTIONS 1.8 AND 3.2 OF CONTRACT (LONG FORM CONTRACT)

The City of Carson ("City") and West Coast Fire & Integration, Inc., a California corporation ("Consultant"), entered into that certain Agreement for Contract Services dated May 27, 2022 ("Contract").

NOW, pursuant to Section 1.8 (Additional Services) and Section 3.2 (Schedule of Performance) of the Contract, the City's Contract Officer authorizes and directs as follows:

[CHECK BOXES THAT APPLY]

☒

The Contract Sum, as defined in the Contract, shall be increased by a total not to exceed amount of \$2,415.00 for extra work performed by Consultant, resulting in an adjusted Contract Sum of \$363,460.56 after accounting for the additional \$32,225 increase implemented under Amendment No. 1. The extra work to be performed by Consultant is described below:

See attached Exhibit A.


AND/OR

☐

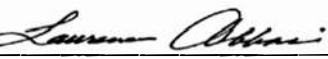
The deadlines in the Schedule of Performance, as those terms are defined in the Contract, shall be extended to _____ (up to 180 days).

Consultant and City agree to be bound by the revised terms of the Contract as indicated above.

CITY:

By: 
Name: Robert Lennox
Title: Assistant City Manager

CONSULTANT:

By: 
Name:
Title: Group Operations Manager

Date: December 12/19, 2023

Date: December 12/19, 2023

EXHIBIT A

Scope of Work:

Provide QTY-2 12v 55ah Batteries

Provide a tech to replace the batteries for the FACP located in room B17.

\$455	Pre-Action		
\$840	Material		
\$1,120	Labor	2	12v 55ah PS-12550 Batteries
\$2,415	Total		

INCLUSIONS		EXCLUSIONS
1. Normal hour labor		1. Additional equipment not listed above.
2. Materials as needed.		2. Off hour labor
3.		3. Patching & Painting
4.		4. After Hours Inspection
5.		5. 120V Power
6.		6. Certification of the System
7.		7. Conduit & Boxes
8.		-8. Plan Check & Inspection Fees

EXHIBIT NO. 6

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CLIMATEC, LLC, an Arizona limited liability company (“Consultant”) is effective as of the 8th day of May, 2024.

RECITALS

A. City and West Coast Fire & Integration, Inc. (“WCF”) entered into that certain Agreement for Contractual Services dated May 27, 2022 (“Agreement”) whereby WCF agreed to provide fire and security systems monitoring and maintenance Services for 5 years, commencing July 1, 2022 and expiring on June 30, 2027, for a total Contract Sum of \$328,820.56.

B. Additional services were required to include: connecting all existing relays to new HVAC units for shutdown at City Hall, conducting troubleshooting at City Hall for various issues, providing a replacement SIGA-270 pull station at the Community Center, and providing a new wireless communicator by changing the cell carrier from Verizon to AT&T at Stevenson Park Community Center (collectively, “Additional Services”), all of which were needed to be completed for fire and safety purposes.

C. On October 3, 2023, City and WCF entered into an amendment to the Agreement to add the Additional Services and increase compensation by \$32,225 to cover the cost of the Additional Services for a total Contract Sum of \$361,045.56 (“Amendment No. 1”).

D. On or about December 19, 2023, under City’s Contract Officer authority (“CO Authority”) pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$2,415.00 for extra work performed by WCF consisting of purchase and installation of batteries needed for equipment needed for the Services, thereby increasing the Contract Sum from \$361,045.56 to \$363,460.56.

E. On or around September 8, 2023, Consultant acquired WCF’s assets and liabilities and otherwise acquired WCF’s business operations, and WCF either has or intends to assign all of its rights, interests, duties and obligations under the Agreement to Consultant, and Consultant sees fit to assume the same. WCF evidenced that intent by issuance of a letter dated September 8, 2023, remitted to the City, advising of Consultant’s acquisition of WCF and transfer of WCF’s rights and responsibilities under the Agreement to Consultant, effective September 8, 2023.

F. Section 4.5 of the Agreement provides that “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.” Accordingly, WCF’s September 8, 2023, letter was ineffective to serve as a transfer of any rights under the Agreement because it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from WCF to Consultant that is effective as of September 8, 2023. However, the City is amenable to the

requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 2 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of WCF's rights, interests, duties and obligations under the Agreement to Consultant, effective retroactively as of September 8, 2023, and WCF acknowledges and consents to same.

G. The invoices received by the City for services performed under the Agreement commencing as of September 26, 2023 have been under the name of Consultant, not WCF. However, under the Agreement, as originally executed, the City is only authorized to make payments to WCF. Therefore, an amendment to the Agreement is necessary to ensure proper authorization for the City to process and pay invoices to Consultant for services performed under the Agreement dating back to September 26, 2023.

H. Based on the foregoing, City and Consultant now desire and intend to amend the Agreement to authorize the assignment of the Agreement from WCF to Consultant, retroactive to September 8, 2023, and to thereby authorize the provision of the services under the Agreement by Consultant commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement commencing as of July 1, 2022.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. **Section 4.5 (Prohibition Against Subcontracting or Assignment) is hereby amended to read in its entirety as follows:**

“4.5 “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. ***Notwithstanding the foregoing, and as a sole exception thereto, City approves of and ratifies the assignment and transfer of West Coast Fire & Integration, Inc.’s rights, interests, duties, and obligations under this Agreement to Climatec, LLC, an Arizona limited liability company, as requested and agreed to by said parties, effective September 8, 2023.*** No approved transfer shall

release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.”

B. The Agreement is hereby amended to change the name of the Consultant such that the term “Consultant,” and all references to “West Coast Fire & Integration, Inc.” as used in the Agreement, shall be construed, commencing from and after September 8, 2023, to mean and refer to “Climatec, LLC, an Arizona limited liability company.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

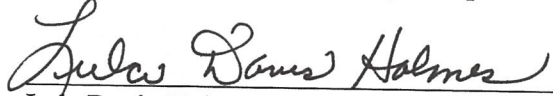
5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) and year(s) set forth below, with express intent that it be effective as of September 8, 2023.

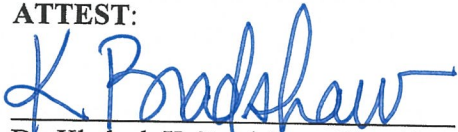
CITY:

CITY OF CARSON, a municipal corporation

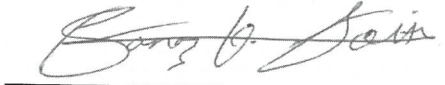

Lula Davis-Holmes, Mayor

Dated: _____, 2024

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

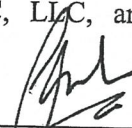
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[rjl]



CONSULTANT:

CLIMATEC, LLC, an Arizona limited liability company

By: 
Name: Ramesh Jayaraman
Title: CEO

By: 
Name: Ronald Kleefman
Title: CFO
Address: 22405 La Palma Ave
Yorba Linda, CA 92887

Dated: 3/21, 2024

ACKNOWLEDGMENT AND CONSENT:

WEST COAST FIRE & INTEGRATION, INC., a
California corporation

By: Dan Scherneck
Name: Dan Scherneck
Title: Chief Executive Officer

By: Dan Scherneck
Name: Dan Scherneck
Title: Chief Financial Officer

Dated: 02/06/2024, 2024

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.

Arizona

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~~ Arizona

COUNTY OF ~~ORANGE~~ Maricopa

Ramesh Jayaraman *

On March 21, 2024 before me, Toni L Sharp, personally appeared Ronald Klefman 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: Toni L Sharp



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER
CEO / CFO
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

**ARIZONA NOTARY ACKNOWLEDGEMENT
(CORPORATION)**

State of Arizona _____)
County of Maricopa _____)

The foregoing instrument was acknowledged before me this 3/21/2024 (date) by Ronald Kleefman (name of officer or agent, title or officer or agent) of Climatec, LLC (name of corporation acknowledging) a California (state or place of incorporation) corporation, on behalf of the corporation.

Toni L Sharp

Signature of Person Taking
Acknowledgement

Project Accounting Manager

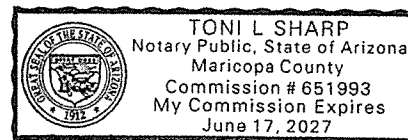
Title or Rank

N/A

Serial Number, if any

My Commission Expires: June 17, 2027

(Seal)



ARIZONA NOTARY ACKNOWLEDGEMENT (CORPORATION)

State of Arizona.)
County of Maricopa)

The foregoing instrument was acknowledged before me this 3/21/2024 (date) by Ramesh Jayaraman (name of officer or agent, title or officer or agent) of Climatec, LLC (name of corporation acknowledging) a California (state or place of incorporation) corporation, on behalf of the corporation.

Toni L Sharp

Signature of Person Taking
Acknowledgement

(Seal)

Project Accounting Manager

Title or Rank

N/A

Serial Number, if any

My Commission Expires: June 17, 2027



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 ORANGE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		_____
_____		_____
_____		SIGNER(S) OTHER THAN NAMED ABOVE

Evelyne Carmona

From: Roobik Galoosian
Sent: Thursday, April 25, 2024 5:41 PM
To: Evelyne Carmona
Cc: Nora Garcia; Priscilla Palma
Subject: RE: CLIMATEC COI
Attachments: City of Carson_10476028_Climatec, LLC dba West Coast Fire.pdf

Hi Evelyne,

This insurance is approved. The PDF is protected so I cannot stamp it. Please use this email to show approval.

Thanks,



Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764
<http://www.carsonca.gov>

City Hall is closed on Fridays

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Tuesday, April 23, 2024 12:59 PM
To: Roobik Galoosian <RGaloosian@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>; Priscilla Palma <ppalma@carsonca.gov>
Subject: RE: CLIMATEC COI

Hello,

Here is the updated COI for your review and approval.

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER *MARSH USA, LLC 155 N. Wacker Suite 1200 Chicago, IL 60606 Attn: Chicago.CertRequest@marsh.com Fax: 212-948-0770 CN101409675-Clima-ProfP-24-25	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): (866) 966-4664 FAX (A/C, No): E-MAIL ADDRESS: Chicago.CertRequest@marsh.com														
INSURED Climatec, LLC dba West Coast Fire Named Insured effective 9.8.23 22405 La Palma Ave, Yorba Linda, CA 92887 OR 2851 W. Kathleen Road Phoenix, AZ 85053	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER B : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C : American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D : Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HDI Global Insurance Company	41343	INSURER B : Zurich American Insurance Company	16535	INSURER C : American Zurich Insurance Company	40142	INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :	
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INSURER D : Indian Harbor Insurance Company	36940														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

CHI-010476028-07

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLD5692903	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP 1040859-08	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000			CUD5693003	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <input checked="" type="checkbox"/> N / A	<input checked="" type="checkbox"/>	WC 1040858-08	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Poll & Prof Liab			CEO744677507	10/07/2023	10/07/2024	SIR: \$100K Occ/Agg See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Agreement for Contract Services
City of Carson, its elected and appointed officers, employees, volunteers and agents are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable under the general liability, auto liability and workers' compensation policies where required by written contract.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY *MARSH USA, LLC		NAMED INSURED Climatec, LLC dba West Coast Fire Named Insured effective 9.8.23 22405 La Palma Ave, Yorba Linda, CA 92887 OR 2851 W. Kathleen Road Phoenix, AZ 85053	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability Coverage: A. \$10,000,000 Each Claim Limit of Liability
\$10,000,000 Professional Liability Coverage Aggregate Limit
\$100,000 Self-Insured Retention
Retroactive Date: October 22, 2001

Rectification Coverage: B. \$10,000,000 Each Rectification Expense Limit of Liability
\$10,000,000 Rectification Coverage Aggregate Limit
\$100,000 Self-Insured Retention
Retroactive Date: September 7, 2011

Pollution Loss Coverage:
Job Site - Occurrence: D.1. \$3,000,000 Each Claim Limit of Liability
\$3,000,000 Pollution Loss Coverage Aggregate Limit
\$100,000 Self-Insured Retention
Retroactive Date: N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLIMATEC, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLIMATEC, LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO
WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN
CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION AS REQUIRED BY A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number
GLD5692903

ENDORSEMENT
HDI Global Insurance Company

Named Insured CLIMATEC LLC

Effective Date: 01-01-24

Agent Name MARSH USA, INC.
Agent No. P02999567

12:01 A.M., Standard Time

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION REQUIRED BY A PRIOR WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-01-24** Policy No. **WC 1040858-08**

Insured **CLIMATEC, LLC**

Endorsement No.

Premium \$ **INCL.**

Insurance Company **AMERICAN ZURICH INSURANCE COMPANY**

Countersigned By _____

EXHIBIT NO. 7

CONTRACT OFFICER'S AUTHORITY UNDER SECTIONS 1.8 AND 3.2 OF CONTRACT (LONG FORM CONTRACT)

The City of Carson ("City") and West Coast Fire & Integration, Inc., a California corporation ("WCF"), entered into that certain Agreement for Contract Services dated May 27, 2022 ("Contract") which has twice been amended. The second amendment of the Contract was entered into between City and Climatec, LLC ("Consultant") as a result of Consultant acquiring WCF's assets and liabilities and otherwise acquiring WCF's business operations, and WCF's assignment of all of its rights, interests, duties and obligations under the Contract to Consultant.

Under City's Contract Officer's authority pursuant to Section 1.8 (Additional Services) of the Contract, on June 14, 2024, extra work was authorized for an amount of \$2,965.00 thereby increasing the Contract Sum to \$366,425.56.

NOW, pursuant to Section 1.8 (Additional Services) and Section 3.2 (Schedule of Performance) of the Contract, the City's Contract Officer authorizes and directs as follows:

[CHECK BOXES THAT APPLY]

☒

The Contract Sum, as defined in the Contract, shall be increased by a total not to exceed amount of \$12,559.67 for extra work performed by Consultant, resulting in an adjusted Contract Sum of \$378,985.23. The extra work to be performed by Consultant and associated cost is described below:

See attached.

AND/OR

☐

The deadlines in the Schedule of Performance, as those terms are defined in the Contract, shall be extended to _____ (up to 180 days).

Consultant and City agree to be bound by the revised terms of the Contract as indicated above.

CITY:

By: _____

Name: Robert Lennox

Title: Assistant City Manager

CONSULTANT:

By: _____

Name:

Title: President

Date: _____, 2024

Date: _____, 2024

OFFER OF PROPOSAL

<small>PROPOSAL SUBMITTED TO:</small> CITY OF CARSON- ACCOUNTS PAYABLE	<small>PROJECT NAME / Change Order #</small> STEVENSON PARK COMMUNITY CENTER	<small>DATE</small> 6/14/2024
<small>ADDRESS:</small> 701 E CARSON ST.	<small>PROJECT LOCATION</small> 905 E FRANKIE STREET CARSON, CA 90746	<small>OFFER EXPIRES</small> 30 DAYS
<small>CITY, STATE, ZIP</small> CARSON, CA 90745	<small>PHONE #</small> 310-871-9489	<small>Bid Number</small>
<small>ATTENTION</small> STEPHANIE CARDONA	<small>Email Address</small> <u>Scardona@CarsonCa.gov</u>	<small>WCFI OFFER MADE BY</small> Colton Webb

WEST COAST FIRE & INTEGRATIONS hereby submits specifications and estimates for the items listed below

Scope of Work:

WEST COAST TO UPDATE BUILDING REPORTS WITH A PASSING REPORT UPON COMPLETION.
 WEST COAST TO PROGRAM DAMPER CONTROL TO STAY CLOSED DURING ALARM/ MAKE NON SILENCEABLE. (1-M 6)
 WEST COAST TO PROGRAM (1) SMOKE DETECTOR INTO THE SYSTEM THAT WAS NOT REPORTING. (L-D 12)
 WEST COAST TO INVESTIGATE DUCT DETECTORS IN THE GYM, TO MAKE SURE THEY ARE UP TO CODE WITH CFM AS THEY ARE STANDALONE AND NOT BEING MONITORED. (4 IN CEILING, 1 NE, 1 NW, 1 SE & 1 SW)
 IF THE DUCT DETECTORS ARE NOT UP TO CODE, WCFI WILL PROVIDE A NEW PROPOSAL. WE WILL NEED TO GET A LIFT ON SITE TO RUN WIRE AND TO INSTALL MODULES FOR THEM TO BE MONITORED.

If any more time or material is needed a new proposal will be provided.

SPECIAL EQUIPMENT NEEDED

Material	
Labor	<u>\$1,500.00</u>
Total	\$1,500.00

Material

INCLUSIONS

1. Prevailing Wage Labor _____
2. Materials as needed _____
3. Tax Included on Materials _____
4. _____
5. _____
6. _____
7. _____
8. _____

EXCLUSIONS

1. Additional equipment not listed above _____
2. Off hour labor _____
3. Patching & Painting _____
4. After Hours Inspection _____
5. 120V Power _____
6. Certification of the System _____
7. Conduit & Boxes _____
8. Plan Check & Inspection Fees _____

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF

\$1,500.00

OFFER OF PROPOSAL

<small>PROPOSAL SUBMITTED TO:</small> CITY OF CARSON- ACCOUNTS PAYABLE	<small>PROJECT NAME / Change Order #</small> CARSON CITY HALL	<small>DATE</small> 6/14/2024
<small>ADDRESS</small> 701 E CARSON ST.	<small>PROJECT LOCATION</small> 701 E CARSON ST. CARSON, CA 90745	<small>OFFER EXPIRES</small> 30 DAYS
<small>CITY, STATE, ZIP</small> CARSON, CA 90745	<small>PHONE #</small> 310-871-8489	<small>Est Number</small>
<small>ATTENTION</small> STEPHANIE CARDONA	<small>Email Address</small> S.Cardona@Carson.Ca.gov	<small>WHEN OFFER MADE BY</small> Colton Webb

WEST COAST FIRE & INTEGRATIONS hereby submits specifications and estimates for the items listed below

Scope of Work:

WEST COAST TO UPDATE BUILDING REPORTS WITH A PASSING REPORT UPON COMPLETION.
 WEST COAST TO PROVIDE AND REPLACE (2) 12V 55Ah BATTERIES FOR THE FACP IN THE BASEMENT, B17 TELEPHONE RM.
 WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES IN THE BASEMENT, B17 TELEPHONE ROOM.
 WEST COAST TO PROVIDE AND REPLACE (4) 12V 7Ah BATTERIES IN OFFICE 153.
 WEST COAST TO TROUBLESHOOT SUPERVISORY ON THE FACP.

If any more time or material is needed a new proposal will be provided.

SPECIAL EQUIPMENT NEEDED

Material	\$1,709.94
Labor	\$1,280.00
Total	\$2,989.94

Material
QTY: (2) PS-12220 QTY: (6) PS-1170

INCLUSIONS	EXCLUSIONS
1. Prevailing Wage labor	1. Additional equipment not listed above
2. Materials as needed	2. Off hour labor
3. Tax Included on Materials	3. Patching & Painting
4.	4. After Hours Inspection
5.	5. 120V Power
6.	6. Certification of the System
7.	7. Conduit & Boxes
8.	8. Plan Check & Inspection Fees

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF

\$2,989.94

OFFER OF PROPOSAL										
PROPOSAL SUBMITTED TO: CITY OF CARSON- ACCOUNTS PAYABLE	PROJECT NAME / Change Order # CARSON- VET. SPORTS COMP. & CORP. YARD	DATE 6/14/2024								
ADDRESS 701 E CARSON ST.	PROJECT LOCATION 22400 MONETA AVE. CARSON, CA 90745	OFFER EXPIRES 30 DAYS								
CITY, STATE, ZIP CARSON, CA 90745	PHONE # 310-871-9489	Bid Number								
ATTENTION STEPHANIE CARDONA	Email Address SCardona@CarsonCa.gov	WCF OFFER MADE BY Colton Webb								
<p>WEST COAST FIRE & INTEGRATIONS hereby submits specifications and estimates for the items listed below</p> <p>Scope of Work: WEST COAST TO UPDATE BUILDING REPORTS WITH A PASSING REPORT UPON COMPLETION, FOR BOTH SITES. WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES FOR THE RPS, ROOM 203, BY THE BASKETBALL COURT. WEST COAST TO REMOVE OLD POWER SUPPLY IN THE BASEMENT THAT IS NO LONGER IN USE. WEST COAST TO SUPPLY AND INSTALL BREAKER LOCK AT CARSON CORP YARD. 18620 S BROADWAY, CARSON 90248</p> <p>***If any more time or material is needed a new proposal will be provided.***</p> <table border="1"> <tr> <td> SPECIAL EQUIPMENT NEEDED </td> <td> Material CITY OF CARSON QTY: (1) BREAKER LOCK FOR CARSON CORP YARD 18620 S BROADWAY, CARSON, 90248 </td> </tr> </table> <table> <tr> <td>Material</td> <td>\$273.46</td> </tr> <tr> <td>Labor</td> <td>\$1,280.00</td> </tr> <tr> <td>Total</td> <td>\$1,553.46</td> </tr> </table>			SPECIAL EQUIPMENT NEEDED 	Material CITY OF CARSON QTY: (1) BREAKER LOCK FOR CARSON CORP YARD 18620 S BROADWAY, CARSON, 90248	Material	\$273.46	Labor	\$1,280.00	Total	\$1,553.46
SPECIAL EQUIPMENT NEEDED 	Material CITY OF CARSON QTY: (1) BREAKER LOCK FOR CARSON CORP YARD 18620 S BROADWAY, CARSON, 90248									
Material	\$273.46									
Labor	\$1,280.00									
Total	\$1,553.46									
INCLUSIONS 1. Prevailing Wage Labor 2. Materials as needed 3. Tax Included on Materials 4. 5. 6. 7. 8.		EXCLUSIONS 1. Additional equipment not listed above 2. Off hour labor 3. Patching & Painting 4. After Hours Inspection 5. 120V Power 6. Certification of the System 7. Conduit & Boxes 8. Plan Check & Inspection Fees								
WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF										
\$1,553.46										

OFFER OF PROPOSAL

PROPOSAL SUBMITTED TO:	PROJECT NAME / Change Order #	DATE
CITY OF CARSON- ACCOUNTS PAYABLE	CARSON PARK	6/14/2024
ADDRESS:	PROJECT LOCATION	OFFER EXPIRES
701 E CARSON ST.	21411 ORRICK AVE. CARSON, CA 90745	30 DAYS
QTY, STATE, ZIP	PHONE #	Est Number
CARSON, CA 90745	310-871-9489	
ATTENTION	Email Address	WHO OFFER MADE BY
STEPHANIE CARDONA	S.Cardona@CarsonCa.gov	Colton Webb

WEST COAST FIRE & INTEGRATIONS hereby submits specifications and estimates for the items listed below

Scope of Work:

WEST COAST TO UPDATE BUILDING REPORTS WITH A PASSING REPORT UPON COMPLETION.

WEST COAST TO PROVIDE AND REPLACE (2) 12V 26Ah BATTERIES FOR THE FACP.

WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES FOR THE POWER SUPPLY.

WEST COAST TO TROUBLESHOOT OS&Y ACTIVE SUPERVISORY, PARKING LOT NORTHWEST CORNER OF 215TH & BOLSA.

If any more time or material is needed a new proposal will be provided.

SPECIAL EQUIPMENT NEEDED

Material	\$769.55
Labor	\$980.00
Total	\$1,749.55

Material
QTY (2) PS-1250
QTY (2) PS-120

INCLUSIONS	EXCLUSIONS
1. Prevailing Wage labor	1. Additional equipment not listed above
2. Materials as needed	2. Off hour labor
3. Tax Included on Materials	3. Patching & Painting
4.	4. After Hours Inspection
5.	5. 120V Power
6.	6. Certification of the System
7.	7. Conduit & Boxes
8.	8. Plan Check & Inspection Fees

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF

\$1,749.55

OFFER OF PROPOSAL

<small>PROPOSAL SUBMITTED TO:</small> CITY OF CARSON- ACCOUNTS PAYABLE	<small>PROJECT NAME / Change Order #</small> CARSON COMMUNITY CENTER	<small>DATE</small> 8/14/2024
<small>ADDRESS:</small> 701 E CARSON ST.	<small>PROJECT LOCATION</small> 801 E CARSON ST. CARSON, CA 90745	<small>OFFER EXPIRES</small> 30 DAYS
<small>CITY, STATE, ZIP</small> CARSON, CA 90745	<small>PHONE #</small> 310-871-9489	<small>Sic Number</small>
<small>ATTENTION</small> STEPHANIE CARDONA	<small>Email Address</small> SCardona@CarsonCa.gov	<small>WCR OFFER MADE BY</small> Colton Webb

WEST COAST FIRE & INTEGRATIONS hereby submits specifications and estimates for the items listed below

Scope of Work:

WEST COAST TO UPDATE BUILDING REPORTS WITH A PASSING REPORT UPON COMPLETION.
 WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES FOR THE RPS, 1ST FLR., SENIOR HALL, NAC 5.
 WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES FOR THE RPS, 1ST FLR., CENTRAL ATRIUM, NAC 1.
 WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES FOR THE RPS, 1ST FLR., CENTRAL ATRIUM, NAC 2.
 WEST COAST TO PROVIDE AND REPLACE (2) 12V 7Ah BATTERIES FOR THE RPS, 1ST FLR., EAST WING BY ELECT. RM 128.
 WEST COAST TO TROUBLESHOOT (3) PULL STATIONS NOT REPORTING: HR OFFICE & 133B, 1-D313, 1-D314 & 1-D48.
 WEST COAST TO TROUBLESHOOT MULTIPLE STROBES, SPEAKER STROBES, AND HORNS. ALL HAVE BLUE TAPE MARKING.
 WEST COAST TO PROVIDE AND REPLACE (1) KEY BARREL FOR THE RPS, IN THE ADULT GAME ROOM STORAGE. (NAC 4)

If any more time or material is needed a new proposal will be provided.

SPECIAL EQUIPMENT NEEDED

Material	\$1,066.72
Labor	\$3,760.00
Total	\$4,766.72

Material
<small>QTY: (2) 12V 7Ah</small> <small>QTY: (1) KEY BARREL</small>

INCLUSIONS	EXCLUSIONS
1. Prevailing Wage labor	1. Additional equipment not listed above
2. Materials as needed	2. Off hour labor
3. Tax Included on Materials	3. Patching & Painting
4.	4. After Hours Inspection
5.	5. 120V Power
6.	6. Certification of the System
7.	7. Conduit & Boxes
8.	8. Plan Check & Inspection Fees

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF

\$4,766.72

Lawrence Adams



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Administration

Subject: CONSIDER AWARDING A THREE-YEAR CONTRACT SERVICES AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES (CITY COUNCIL)

I. SUMMARY

The current parking and administrative citation processing agreement with Turbo Data Systems, Inc. will expire on June 30, 2025. Staff has conducted a Request for Proposals (RFP) to identify qualified vendors for citation processing services. Staff is now seeking City Council approval to award a new contract to the top ranked respondent to the RFP, Phoenix Group Information Systems.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a three-year contract to Phoenix Group Information Systems to provide parking and administrative citation processing services to the City of Carson, for the period of July 1, 2025, through June 30, 2028, for a total cost not-to-exceed \$451,233.58, with two one-year options to extend the term.
2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate that is consistent with the requirements of law.

IV. BACKGROUND

Pursuant to CMC section 2611(b), on March 6, 2025, a Request for Proposals (RFP 25-013) was issued to solicit qualified firms to perform Parking and Administration Citation Processing Services beginning July 1, 2025. The RFP invitation was extended to Data Ticket, Inc., Trellint, Phoenix Group Information Systems, Passport Labs, Inc., and IPS Group among all other vendors on Planet Bids. The City received three proposals at the close of the RFP on March 27, 2025. There were no firms identified within the City of Carson that provide the required service and there were no firms located within the City that responded to the RFP. The three firms that submitted proposals are:

1. Phoenix Group Information Systems
2. Data Ticket, Inc.
3. Turbo Data Systems, Inc.

The RFP responses were reviewed and evaluated by staff from the Public Safety & Emergency Management and Finance Departments. The criteria used to choose the most responsive and responsible vendor included compliance with RFP requirements, qualification & experience, comparison of cost, financial health of the vendors, client references and their ability to provide the services as requested by the City. The unanimous choice, by the reviewing staff, as the most responsive and responsible vendor to provide parking and administrative citation processing services is Phoenix Group Information Systems.

Phoenix Group Information Systems, ranked first overall in the RFP evaluation process, has over 35 years of citation processing, permit management, and collections solutions experience and serves over 250 agencies and public entities throughout the state of California. Phoenix Group has assisted agencies with developing policies, processes, procedures, programs, and the methodologies necessary for successful execution of citation processing services. Phoenix Group's submission to the RFP solicitation demonstrates that their program will provide the City with a comprehensive parking and administrative citation processing and permit management solution. Their program is designed to optimize customer service, improve program compliance, and maximize program collection rates through the use of the latest enforcement and customer self-service technology. This includes an innovative and convenient QR code payment capability added into citations issued by staff which will allow customers to conveniently take care of citation penalties that need to be paid. More so, Phoenix Group has access to law enforcement data in all fifty states through the National Law Enforcement Terminal System (NLETS). NLETS is the premiere interstate law enforcement and public safety network in the nation for the exchange of law enforcement, criminal justice, and public safety-related information. All potential strategic partners with NLETS must go through a rigorous technical and financial vetting process, pass a full security audit before establishing connectivity to NLETS, obtain approval from the NLETS Technical Operating Committee and/or the Board of Directors, and pay an initial set-up fee and monthly membership charges. This strategic partnership allows Phoenix Group to access law enforcement data in all fifty states, Washington D.C. and Canada, and enhances their ability to pursue delinquent violators.

One of the vendors that responded to the RFP was Turbo Data Systems, Inc. (TDS). TDS is the current vendor that provides the citation processing services to the City. The currently active contract between TDS and the City is set to expire on June 30, 2025. Staff has expressed issues with the current vendor which include inconsistent and often times absent response efforts on the vendor's part to issues and concerns expressed by City staff. Other issues include the formatting and layout of the physical citation issuance documents that do not meet the City's needs and unclear distinctions in the reporting when it comes to the collection and deposits of citation revenue collected by the City. Lastly, TDS has only recently made staff aware of the existence of an online dashboard platform that has been available for some time now. This dashboard would have been a helpful tool for staff to access. The dashboard presents key data and performance metrics at a glance which overall, would have increased operational efficiency. TDS was ranked third overall out of the three RFP responses received for the solicitation. Of the vendors that responded to the RFP, Data Ticket, Inc., was ranked second overall by the evaluation team. Several fees outlined in the cost proposal submitted by this vendor came in at a higher cost compared to the submissions made by the other two responding firms.

Staff is now seeking City Council approval to award a three-year contract to Phoenix Group Information Systems to provide Parking and Administrative Citation Processing Services to the City of Carson, for the period of July 1 2025 through June 30, 2028, for a total three year cost not-to-exceed \$451,233.58. with two one-year options to extend the term.

V. FISCAL IMPACT

There will be no current fiscal impact for staff's recommendation. Funding for Phoenix Group Information Systems has been included in the proposed FY 2025/2026 budget in the Public Safety & Emergency Management, Public Works (Environmental Services), and Finance (Business License) Departments and will be included in subsequent Fiscal Years for the duration of the contract term.

VI. EXHIBITS

1. Proposed Contract with Phoenix Group Information Systems

Attachments

[1. Proposed Contract with Phoenix Group Information Systems.pdf](#)

EXHIBIT NO. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

PHOENIX GROUP INFORMATION SYSTEMS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
PHOENIX GROUP INFORMATION SYSTEMS**

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 PHOENIX GROUP INFORMATION SYSTEMS, 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 Four Hundred Fifty-One Thousand Two Hundred Thirty-Three Dollars and Fifty-Eight Cents (**\$451,233.58**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Claire Murphy
(Name)

Vice President
(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Nora A. Garcia, MPA, Director of Public Safety & Emergency Management, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except

as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of

Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the

work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[vas;rjl]

CONSULTANT:

PHOENIX GROUP INFORMATION SYSTEMS, a
California corporation

By: Robert Murphy
Name: Robert Murphy
Title: President

By: Robert Murphy
Name: Robert Murphy
Title: Chief Financial Officer
Address: 2677 N. Main Street, Suite 440
Santa Ana, CA 92705

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
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

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
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	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:

Consultant will provide parking and administrative citation processing services for citations within the City. The approximate volume of citations is 30,000 to 35,000 annually. These services are to be provided manually and electronically, to include processing of fines, bail, forfeiture, citation screening, services involving Department of Motor Vehicles (DMV), parking permits, collection and deposit of funds, owner identification and verification, out-of-state citation processing and follow-up, and related month and annual reports and reconciliations, as more specifically outlined below.

A. Consultant shall provide the Services utilizing the following tools:

- i. Automated citation issuance (handheld devices provided by vendor).
- ii. Provision, operation, and maintenance of a Windows-based automated citation management system delivered to existing City desktop PCs via the internet.
- iii. Conversion of existing data, if any, to the new citation management system
- iv. Data entry of citation, both digital and manual, and disposition data.
- v. Information retrieval from the Department of Motor Vehicles (DMV), both local and nationwide.
- vi. Fine escalation and late fee assessment.
- vii. The generation and mailing of Late Notices for unpaid tickets.
- viii. Placement and release of DMV registration suspensions/holds (where applicable).
- ix. Online inquiry and update ability.
- x. Provision of a Customer Service Call Center.
- xi. Receipt of posting of mail payments.
- xii. Optional online cashiering and in-person cashiering, support for mobile payment solutions (e.g., Apple Pay, Google Pay, and third-party apps like PayByPhone or ParkMobile).
- xiii. Internet payment capability.
- xiv. Interactive Voice Response (IVR) System.

- xv. Ticket book inventory and control.
- xvi. Court/Review Adjudication management and reporting.
- xvii. Management and statistical reporting for the issuing agencies and the Court.
- xviii. Optional Boot/Tw functionality, automatic flagging of repeat offenders.
- xix. Ad Hoc query and reporting.
- xx. Complete citation processing activity audit trail.
- xxi. Follow-up collection on delinquent parking and administrative citations.
- xxii. Interfaces to other sub-systems as required by the City.
- xxiii. Web-based dashboard for monitoring citation trends, revenue collection, and enforcement effectiveness.
- xxiv. Notifications for citation status updates (e.g., payments received, hearing results).
- xxv. Parking Permit management for the City.
- xxvi. Digital Imaging of all fines and parking permits.
- xxvii. Ability to work with the City's License Plate Readers (LPR) system, ability to match LPR reads against outstanding violations for immediate enforcement.

B. Referral and Reconciliation: Manually and electronically, Consultant shall receive and process all parking and administrative citations delivered by the City and/or the City's parking enforcement agency. Consultant shall also maintain a daily record of the number of citations delivered by the City and/or the City's parking enforcement agency.

C. Determination of Processable Citations: Consultant shall screen all parking citations delivered by the City of the City's parking enforcement agency to determine if the citation is valid to process. Citations determined to be invalid by Consultant (e.g., no license plate number is listed on the parking citation) shall be paid the contractual rate hereinafter provided for citations returned to the City or the City's parking enforcement agency as invalid, and not able to be processed.

D. Collection and Deposit of Funds: Consultant shall collect and deposit all payments received for parking and administrative citation penalties in a financial account opened and controlled by the City. All remittances will be made payable to the City, which shall have the sole authority to disburse said funds on deposit from the payment of parking citation penalties.

- E. Identification of Registered Vehicle Owners:** Consultant shall exert its best efforts to obtain the name and address of the registered vehicle owner from California State Department of Motor Vehicles (DMV) for each vehicle issued a parking citation and for which payment has not been received within the required time period. Consultant shall follow all procedures specified by the DMV and be consistent with the California Vehicle Code when identifying registered vehicle owners.
- F. Verification of Ownership:** Consultant shall research and obtain adequate identification and verification of registered vehicle owners. Information researched shall include but is not limited to the following: issuance of new license plates, address changes, license plate transfers to other vehicles, name changes, and the validity of plates and registration during specific time periods applicable to individual cases. Consultant shall also determine that the vehicle has not been incorrectly described due to an intentional switching of license plates.
- G. Delinquency Notices:** Consultant shall generate and mail by presorted, first-class postage, delinquency notices to all identified registered vehicle owners or operators who fail to pay their parking and administrative citation penalties on or before the due date for payment specified on the parking citation. This period of time shall comply with the time limits as provided by the State and local law. Consultant shall forward to vehicle lessees and renters any valid delinquency notices which have been returned to Consultant by leasing and renting agencies claiming lessor or renter as a defense to payment for the violation, and which provide the name of the lessee or renter. Mailed notices shall include all information required by the California Vehicle Code, including but not limited to the following:
- i. The parking and administrative citation number, issuance date, approximate time and location of the violation or violations;
 - ii. The violation or violations committed including reference to the California Vehicle Code, the City's Municipal Code or other parking regulation involved;
 - iii. The date by which the registered owner or operator of the vehicle cited is to deposit the parking penalty and the address of the agency to receive payment;
 - iv. The consequences of nonpayment (a "hold" on the vehicle registration; the imposition of penalties) and such other steps as are authorized under State and local law;
 - v. The vehicle license number and registration expiration date, if available;
 - vi. The color of the vehicle and make of the vehicle, if available; and
 - vii. The last four digits of the vehicle identification number, if available.

H. Registration Holds: Consultant shall be responsible for placing a “hold” on vehicle registrations for all vehicles with unpaid parking finds and feed due against those vehicles under the following conditions:

- i. If after issuance of a delinquency notice, no timely payment is made or no timely initial review is requested, Consultant shall, within 25 days after the due date for timely payment, notify the DMV to place a registration “hold” on the vehicle cited.
- ii. If the registered owner or operator requests an initial review, within 21 days after issuance of a parking citation, or within 10 days after issuance of a delinquency notice, and upon such review by the City, is still found liable, he or she shall have 15 days following notice of liability from Consultant to request an administrative hearing or make payment. If no administrative hearing is requested and no payment is made, on the 25th day following notice of liability, Consultant shall notify the DMV to place a registration on “hold” on the vehicle cited. If an administrative hearing is requested, payment of the full amount of the parking citation shall be made to Consultant and Consultant shall coordinate the administrative hearing with the City pursuant to Section J. below.

I. Removal of Registration Holds: If payment is received for the entire parking citation penalty after a DMV registration “hold” has been placed on the vehicle, Consultant shall transmit the payment information to the DMV within 10 business days after payment has been received.

J. Contested Citations:

- i. Consultant shall advise the registered vehicle owner or operator of the vehicle of his/her right to request an initial review, and an administrative hearing. Consultant shall coordinate the initial review as well as the initial and administrative hearing for the registered owner or operator or refer the registered owner or operator to the City for further assistance.
- ii. The initial review and administrative hearing for all contested parking citations shall be conducted by the City. The City shall notify Consultant of the results from each initial review and/or administrative hearings to the individual contesting the citation.
- iii. Any recipient of an administrative citation may contest a citation by completing a request for hearing form and returning it to the City within fifteen (15) days from the correction date of the administrative citation, together with an advanced deposit of the fine and a statement of the grounds for contesting the citation. A citee may contest the citation and the proposed fine by denying that the citee owns, possesses, or controls the property where the violation exists, denying that the citee is responsible for the

violation described in the citation, denying that a violation exists or existed, or proving that the violation was corrected within the period described in the citation or such further period granted by the Director of Public Safety & Emergency Management. Any issue or defense at the hearing that was not included on the request form from the citee may be disregarded by the hearing officer.

- iv. Any administrative citation fine which has been deposited shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation(s) or that there was no violation(s) as charged in the administrative citation.

- K. Citations Disposed of by the City:** As a result of an initial review, Consultant may be required by the City to reduce or cancel, on an individual basis, parking and administrative citations that have been referred to it. Consultant shall be paid the contractual rate thereafter provided for processing the citation regardless of the outcome of the initial review or administrative hearing. The City shall notify Consultant in email and/or written notice via U.S. Postal Service (USPS) of the results of an initial review or administrative hearing. Consultant shall maintain records indicating any reduction or cancellation of parking and administrative citations as a result of an initial review or an administrative hearing.
- L. Suspension of Processing:** Consultant shall suspend processing and/or return any parking and administrative citation referred to it for processing upon email and/or written notice via USPS from the City or City's parking enforcement agency. Consultant shall maintain and provide to the City all records indicating any suspension of a citation as a result of such request. Consultant shall be paid the contractual rate hereinafter provided for processing the citations suspended by the City.
- M. Citations Issued to Vehicles with Out-of-State Licenses:** Consultant shall process citations issued to vehicles with out-of-state licenses in the same manner as, but separately from, citations issued to vehicles with California license plates. If a citation issued to a vehicle with an out-of-state license plate becomes delinquent, a request for the registered owner's information will be sent to the appropriate state agency. Upon receipt of the out-of-state information, delinquency notices will be mailed to the out-of-state registered owner or operator whose name has been retrieved. The parking penalty amount will be requested from out-of-state registered owner or operator.
- N. Habitual Offender Letter:** In addition to a delinquency notice, a "Habitual Offender" Letter will be mailed to the registered vehicle owner whose license plate number receives more than five (5) parking citations over the period of time that the processing agency has been processing citations. Habitual Offender Letters will be mailed only at the direction of the City, and only during those time periods specified by the City.

O. Public Inquires, Limitations, Forms and Files

- i. **Public Inquires:** Consultant shall process all phone calls and correspondence. All matters pertaining to initial reviews or to administrative adjudication shall be referred to the City for determination.
- ii. **Consultant Limitations:** Without prior written approval from the City, Consultant shall not (a) take any legal action, (b) threaten any legal action, or (c) make any communication, oral or written, regarding potential legal action.
- iii. **Use of Approved Forms:** All forms, delinquency notices and correspondence sent by Consultant shall be approved in advance by the City and must conform to State and local law.
- iv. **City Parking and Administrative Citation Files:** All files for each parking citation referred to Consultant for processing under this agreement are the property of the City and shall be provided to the City upon termination of this agreement. Such files include records of payments, collection efforts, disposition, and all other information pertaining to the parking citations processed for the City. During the term of this agreement, the City shall have access to such files during normal business hours for inspection and copying.

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

- A. **Monthly Reports:** Beginning the month following the date of this agreement, and on or before the 20th day of each month thereafter, Consultant shall submit to the City a monthly report of all activities relating to its performance under the terms of this agreement. This report shall include, but is not limited to summaries of collections, parking citations processed (including statistics by issuing agency and type of violation), delinquent citation notices sent, delinquent notices paid and vehicle registration “holds” placed with the DMV and all like information pertaining to out-of-state citations and collections.
- B. **Annual Reports:** Consultant shall submit to the City an annual statistical report which consolidates and summarizes all activity under this agreement for the previous calendar year. This annual statistical report is due no later than the end of the fiscal year pursuant to the requirements of California Vehicle Code Section 40200.3(b).
- C. **Audit Reports:** Consultant shall keep all records and invoices related to Services performed with the City for a minimum period of three (3) years from the final payment to Consultant and Consultant shall allow a representative of the City to examine, audit and inspect all work and data and audit for a minimum of three (3) years.

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

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

- A.** Claire Murphy, Vice President
- B.** Raquel Belman, Client Relations Lead
- C.** Ersin Kivilcim, I.T. & Development Lead
- D.** Cathy Garcia, Permit Technical Specialist

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 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 ***for a period of three (3) years starting July 1, 2025 and expiring on June 30, 2028*** 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”). ***At its sole discretion, City may extend the term of the Agreement for up to two (2) additional one (1) year terms.***”

II. Section 5.1, “Insurance Coverages,” of the Agreement is hereby amended to read in its entirety as follows:

“5.1 Insurance Coverages.

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

(a) 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) Commercial Crime. *Crime Insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$500,000 per claim covering client assets with a loss payment endorsement to include the City as the loss payees. Commercial crime insurance, including theft, embezzlement, forgery, alteration, computer fraud, funds transfer fraud, money order fraud, counterfeit currency fraud, and credit card fraud, with no exclusions based on the identity of the perpetrator or the location where the crime is alleged to have occurred, and with the City named as loss payees.*

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

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

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

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

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

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

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

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

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

III. Section 5.3 (Indemnification) of the Agreement is hereby renamed "General and Intellectual Property Indemnification," and amended to read in its entirety as follows:

"5.3 General and Intellectual Property 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 ***Consultant's breach of any warranties or representations***, 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 represents and warrants that it owns or is otherwise authorized to grant City the right to use, all intellectual property rights associated with Consultant's provision of the Services, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("IP Claims") against City to the extent that such IP Claims are based upon the City's use of the Services (excluding third party products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that such use is in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In the event of any IP Claims, or in Consultant's opinion is likely to occur, Consultant shall at its option and expense and with prior notice to City: (a) modify the Services to be non-infringing; or (b) obtain for City the right to use the Services as set out in this Agreement at no cost to City. Consultant's options set forth in this paragraph, whether or not exercised, shall in no way eliminate, reduce, curtail or abridge Consultant's obligations to indemnify and defend City in the event of any IP Claims.

Consultant shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Services with software, hardware or other materials not furnished or approved in writing by Consultant if such infringement would have been avoided without such software, hardware or other materials.

The City may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies.

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."

IV. Section 6.3 (Ownership of Documents) of the Agreement is hereby renamed "Grant of License; Ownership of Documents" and amended to read in its entirety as follows:

“6.3 **Grant of License; Ownership of Documents.**

Consultant hereby grants to City, its employees, officials, and agents a limited, revocable, non-exclusive, non-transferrable, royalty-free license for the Term for City to use any intellectual property associated with Consultant’s provision and City’s use of, the Services.

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.”

EXHIBIT “C”
SCHEDULE OF COMPENSATION

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

One-Time Device Charge (Includes Three Years of Support Services)		
Description	Rate (Qty)	Line Total
Android Hand Held Unit Protective Military Case	\$895.00 +10.25 (18)	\$16,110.00
Wincite Mobile Software License Including software installation and configuration	\$795.00 +10.25 (18)	\$14,310.00
TSC Alpha 3R Bluetooth Printer 2-year warranty Protective environmental case	\$780.00 +10.25 (18)	\$14,040.00
HH Support Charged on an Annual basis	\$1,080.00 +10.25 (36 months)	\$38,880.00
Shipping and Handling	\$155.00 +10.25 (1)	\$155.00
	Subtotal	\$83,495.00
	10.25(10.25%)	\$8,558.24
	Total of One-Time Device Charges (Includes Three Years of Support Services)	\$92,053.24
Citation Processing Services Fees		
Year 1		\$119,726.78*
Year 2		\$119,726.78*
Year 3		\$119,726.78*
Total of Citation Processing Services Fees		\$359,180.34
Overall Total (Contract Sum)		\$451,233.58

Option Year	Citation Processing Services Fee	HH Support with Tax	Total
Option Year 1	\$119,726.78*	\$14,288.40 (\$12,960 + \$1,328.40 tax)	\$134,015.18
Option Year 2	\$119,726.78*	\$14,288.40 (\$12,960 + \$1,328.40 tax)	\$134,015.18

* Citation processing services fees may be incurred in amounts greater or less than the specified fiscal year estimate. The total citations process services fees shall not exceed the total value of the Contract Sum, and any unused funds from a given fiscal year may roll over and be applied to a subsequent fiscal year.

- 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 \$451,233.58 as provided in Section 2.1 of this Agreement.**
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C-1”
RATE SCHEDULE

CONSULTANT’S BILLING RATES

PARKING CITATION PROCESSING AND COLLECTIONS		
Item	Description	Cost
Monthly Fee	Parking citation cloud-based database access, custom website, live on-site bilingual customer service, reports, adjudication services, DMV Registered Owner Lookup, DMV holds and releases, payment plans, monthly revenue reconciliation, unlimited CITY user access, training (all sessions can be recorded) – INCLUDED!	FREE OF CHARGE
Citation Processing	Cost per electronic and handwritten parking citation processed.	\$0.50
Out-of-State Citations	Out-of-State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.	\$0.25
Notice of Violation / Delinquent Notice	A notice of violation (delinquent notice) is sent after an individual receives an initial citation as a courtesy reminder. If applicable, a second notice of delinquency is sent if the payment is not made by the initial due date.	\$0.60
Payment Processing	Cost per payment processed – INCLUDED.	FREE OF CHARGE
Postage	Current First-Class Mail® rates will be charged for all correspondence mailed. CITY will be notified of any postal increase.	First-Class Mail® rates vary
Bank Management	Includes all related costs for bank account and reconciliation of funds and supplies – INCLUDED.	FREE OF CHARGE
Credit Card Payments	A credit card processing fee of \$5.95 or 4.25%, whichever is greater, will be charged to the individual at no cost to the CITY - INCLUDED.	FREE OF CHARGE
Credit Card Chargebacks	If a chargeback occurs, the citation is re-opened, and the administrative fee is added – pass through cost for the CITY.	Pass-Through Cost to CITY
Special Custom Letter	Special letters are custom notices used as follow-ups for hearing dates, review results, hearing results, habitual violations (scofflaw), and pre-intercept letters.	\$1.00
Refunds	Bank account must be accessed and controlled by PHX. The CITY will approve in writing each refund in advanced of disbursement. (Optional Service)	\$5.00
Preliminary Collections	If bail amount is recovered after 90 days.	23%
FTB Collections	Activated based on age of collections. Percentage is based on bail amount collected.	15% + \$2.75 Per SSN# Lookup
CBA Collections	Collection Bureau of America for out-of-state collections. Percentage is based on bail amount collected.	35%
Hearing Officer	Hourly consulting fee for third-party adjudication services.	\$120.00/hr.

ADMINISTRATIVE CITATION PROCESSING AND COLLECTIONS		
Item	Description	Cost
Monthly Fee	Includes all the following: web access, custom website payments and contesting (www.paymycite.com), customized toll-free phone number for payments & customer service, reports, payment plan setups, online contesting, adjudication services: adjudication holds and scanning, disposition entry, payment processing, credit card payments (the credit card convenience fee is charged to the public), and customer service. Phoenix Group has toll-free numbers for both technical support and client/customer service support. We have a Help-Desk Line so our clients can reach us immediately and all of their concerns can be addressed. Phoenix Group has a Live Chat in real-time accessible to the CITY through WINCITE.	FREE OF CHARGE
Citation Processing	Cost per electronic and handwritten parking citation processed.	\$8.00
Notice of Violation	A notice of violation (delinquent notice) is sent after an individual receives an initial citation as a courtesy reminder. If applicable, a second notice of delinquency is sent if the payment is not made by the initial due date - INCLUDED	FREE OF CHARGE
Payment Processing	Cost per payment processed – INCLUDED .	FREE OF CHARGE
Postage	Current First-Class Mail® rates will be charged for all correspondence mailed. CITY will be notified of any postal increase.	First-Class Mail® rates vary
Bank Management	Includes all related costs for bank account and reconciliation of funds and supplies – INCLUDED .	FREE OF CHARGE
Credit Card Payments	A credit card processing fee of \$5.95 or 4.25%, whichever is greater, will be charged to the individual at no cost to the CITY - INCLUDED .	FREE OF CHARGE
Credit Card Chargebacks	If a chargeback occurs, the citation is re-opened, and the administrative fee is added – pass through cost for the CITY.	Pass-Through Cost to CITY
Special Custom Letter	Special letters are custom notices used as follow-ups for hearing dates, review results, hearing results, habitual violations (scofflaw), and pre-intercept letters.	\$1.00
Refunds	Bank account must be accessed and controlled by PHX. The CITY will approve in writing each refund in advanced of disbursement. (Optional Service)	\$5.00
Preliminary Collections	Contingency fee only charged if bail amount is collected.	23%
FTB Collections	Activated based on age of collections. Percentage is based on bail amount collected.	15% + \$1.75 Per SSN# Lookup
CBA Collections	Collection Bureau of America for out-of-state collections. Percentage is based on bail amount collected.	35%
Hearing Officer	Hourly consulting fee for third-party adjudication services.	\$120.00/hr.

MOBILE ENFORCEMENT		
Item	Description	Cost
Samsung® Galaxy™ Device	Smartphone device with Android® operating system, with military-grade protective case. Cost per unit.	TBD
WICITE Mobile Pro™ Software License	Unlimited site license for parking enforcement, one-time charge per unit.	\$695.00
WINCITE ACE™ Software License	Unlimited site license for administrative code enforcement, one-time charge per unit.	\$695.00
Software Installation & Configuration	One-time charge per unit, per application.	\$100.00
TSC® ALPHA-3R™	Bluetooth® enabled thermal citation printer with protective environmental case and included 2-year warranty. Cost per unit.	\$780.00
Hardware & Software Support	Monthly charge per unit. Can be optionally charged annually.	\$60.00
LPR Real-Time Accessibility	Monthly charge per unit – INCLUDED .	FREE OF CHARGE
License Plate Recognition (LPR) Software License & Activation	One-time fee per device. *This service charge of \$3,995.00 per unit was waived and included at no cost.	FREE OF CHARGE
Training	Full training of WINCITE Mobile Pro™ software for CITY staff. All training sessions can be digitally recorded and given to the CITY for future use and reference. A video will be provided for future training purposes.	FREE OF CHARGE
PARKING PERMITS (PHYSICAL & VIRTUAL)		
Item	Description	Cost
One-Time Startup Cost	Database creation, system setup of tables, project management, client approval, website customization, and training. *This service charge of \$17,500 was waived and included at no cost.	FREE OF CHARGE
Monthly Fee	Cloud database and storage, permit stock inventory control, custom website for online payment processing including CITY's business rules, unlimited public website access, unlimited CITY website access, customer service for all individuals wanting to make payments with a live operator during business hours (Mon-Fri, 8 A.M. – 5 P.M.), permit lookup, toll-free numbers for both technical support and client/customer service support, Help Desk: clients can reach us immediately and all their concerns will be addressed, Live chat in real-time to the CITY through WINCITE, reports, revenue management, and bank management, including monthly reconciliation and check disbursement.	\$695.00
Virtual Permits	Cost per permit processed.	\$3.00
Temporary Permits	Cost per permit processed (if applicable).	FREE OF CHARGE

Permit Stock	INCLUDED (if applicable).	FREE OF CHARGE
Custom Development	Ability to modify or enhance program at the request of the CITY. Any additional programming outside the scope of the contract. Cost per hour. (Optional Service)	\$150.00
Credit Card Processing	The credit card convenience fee (\$5.95 per transaction) is charged to the public. Can be charged to the CITY and incorporated in total permit cost (Optional) – INCLUDED .	FREE OF CHARGE
Credit Card Chargebacks	If a chargeback occurs, the citation is re-opened, and the administrative fee is added – pass through cost for the CITY.	\$35.00 Pass-Through Cost to CITY

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services in accordance with the schedule set forth in the Proposal and on an as-requested basis as directed by the Contract Officer.**
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO ALL CITY MANAGEMENT SERVICES, INC., CONTRACT 24-274 FOR TRANSFER OF RESPONSIBILITY OF THE THREE CITY OF CARSON PART-TIME CROSSING GUARDS (CITY COUNCIL)

I. SUMMARY

On October 1, 2024, the City and All Management Services, Inc. entered into a contract to provide professional crossing guard services through June 30, 2027 for a total contract sum of \$1,617,581.00 (Exhibit No. 2).

Staff is now requesting City Council to approve Amendment No. 1 (Exhibit No. 1) to transfer the responsibility of the City's three part-time crossing guards over to All City Management Services, Inc., effective May 26, 2025. Approval of Amendment No. 1 will increase the contract sum from \$1,617,581.00 to \$1,772,351.40.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the agreement with All City Management Services, Inc., (Exhibit No. 1) to increase the contract sum from \$1,617,581.00 to \$1,772,351.40.
2. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirement of law.

IV. BACKGROUND

The City of Carson's Pedestrian Safety Program provides Crossing Guard services for the Carson Community of Schools at twenty-five (25) locations (Exhibit No. 3). Twenty-two (22) of these sites are staffed by contracted Crossing Guards; the remaining three (3) sites (1, 15, and 16) have been staffed by part-time City employees. In the event that a City part-time employee is absent, the contractor may be called upon to provide relief coverage for as long as needed.

On August 8, 2024, the City's Purchasing Division published Request for Proposals (RFP) 24-016 for contracted crossing guard services at up to twenty-five (25) permanent locations and relief crossing guard coverage on an as-needed basis. After a thorough evaluation of the proposals submitted, staff determined that All City Management Services, Inc. (ACMS) was the most qualified bidder under the guidelines outlined in Carson's Municipal Code. As a result, on September 17, 2024, the City Council awarded a three-year contract, with two additional one-year extensions at the discretion of the City, to ACMS to provide professional crossing guard services at each of the outlined locations (Exhibit No. 3) for a not-to-exceed contract sum of \$1,617,581.00 for the period commencing October 1, 2024 and expiring June 30, 2027.

The Public Safety & Emergency Management Department, along with procedural confirmation from the Human Resources Department, has determined that the three part-time unrepresented City crossing guard positions are no longer needed. This determination is not based on their performance. This decision comes as a result of the current contracting out of crossing guard services in order to enhance operational efficiency. ACMS has confirmed that they are willing to accept a transfer of responsibility of the three part-time crossing guards effective May 26, 2025. Termination of employment with the City of Carson for the three part-time employees would be effective May 23, 2025. Staff is now requesting City Council approval of Amendment No. 1 to allow for the transfer of employment responsibility of the City's part-time crossing guards for an increase of \$154,770.40 to the contract sum. If approved, Amendment No. 1 will increase the total contract amount from \$1,617,581.00 to \$1,772,351.40.

V. FISCAL IMPACT

There will be no current fiscal impact. Funds for this proposed change have been budgeted within the current 2024/2025 fiscal year under the 101-55-593-133-6004 PS Pedestrian Safety Professional Services account.

VI. EXHIBITS

1. Proposed Amendment No. 1 to contract with All City Management Services, Inc.
2. Original Contract No. 24-274
3. Crossing Guard Locations Serviced by Contractor

Attachments

- [1. Proposed Amendment No. 1 to contract with All City Management Services, Inc.](#)
- [2. Original Contract No. 24-274.pdf](#)
- [3. Crossing Guard Locations Serviced by Contractor.pdf](#)

EXHIBIT NO. 1

AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and All City Management Services, Inc., a California corporation (“Consultant”) is effective as of the ____ day of _____, 2025.

RECITALS

A. The City and Consultant entered into an Agreement for Contractual Services dated October 1, 2024 (“Original Agreement”), under which the Consultant agreed to provide crossing guard services (“Services”) through June 30, 2027 for a total contract sum of \$1,617,581.00. The Original Agreement, as amended by Amendment No. 1 shall be referred to as the (“Agreement”).

B. The City and Consultant now wish to amend the Original Agreement to transfer responsibility for three crossing guard positions at Sites 1, 5, and 16 from the City to the Consultant, effective May 26, 2025. As a result, the Consultant will now provide and compensate a total of 25 crossing guards for the remaining 11 days of the 2024-2025 school year and for the duration of the Original Agreement. This amendment increases the Contract Sum by \$154,770.40, from \$1,617,581.00 to \$1,772,351.40, to account for the additional staffing costs.

TERMS

1. Amendment to Section 2.1 (Contract Sum) of the Original Agreement. Section 2.1 of the Original Agreement is hereby amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Million, Six Hundred Seventeen Thousand, Five Hundred Eighty One Dollars and No Cents (\$1,617,581.00)~~ ***One Million Seven Hundred Seventy-Two Thousand Three Hundred Fifty-One Dollars and Forty Cents (\$1,772,351.40)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

2. Amendment to Exhibit A of the Original Agreement. Exhibit “A” (Scope of Services) of the Original Agreement is hereby amended to read as completely in its entirety as set forth in Exhibit “A” to this Amendment No. 1, which Exhibit “A” is incorporated herein by this reference.

3. Amendment to Exhibit C of the Original Agreement. Exhibit “C” (Schedule of Compensation) of the Original Agreement is hereby amended to read as completely in its entirety as set forth in Exhibit “C” to this Amendment No. 1, which Exhibit “C” is incorporated herein by this reference.

4. Amendment to Exhibit D of the Original Agreement. Exhibit “D” (Schedule of Performance) of the Original Agreement is hereby amended to read as completely in its entirety as set forth in Exhibit “D” to this Amendment No. 1 and Exhibit D is incorporated herein by this reference.

5. Other Exhibits. All other exhibits, other than Exhibit “A”, Exhibit “C” and Exhibit “D” to the Original Agreement, remain as provided in the Original Agreement.

6. Continuing Effect Agreement. Except as amended by Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Original Agreement, as amended by Amendment No. 1.

7. Affirmation of Agreement; Warranty Regarding Absence of Defaults. The parties represent as follows:

a. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement.

b. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

c. Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

d. City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

8. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

9. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

10. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[vas; rjl]

CONSULTANT:

All City Management, Inc., a California corporation

By: 
Name: Baron Farwell
Title: President

By: 
Name: Demetra Farwell
Title: Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

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
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit A

I. Consultant will perform the following Services:

Consultant shall provide one (1) field supervisor and up to twenty-five (25) crossing guards for crossing guard services at locations and times determined by the Contract Officer. Consultant shall provide permanent crossing guards and relief crossing guards. Permanent crossing guard services means crossing guard services provided by Consultant under the Agreement. Relief crossing guard services means crossing guard services provided on a relief basis to cover crossing guards, who are temporarily off work due to illness or vacation. City reserves the right, in its sole and absolute discretion to change the locations of contractor's crossing guards, to add or reduce services, and to adjust the dates and times based on annual individual school schedules. For the services rendered pursuant to this Agreement, Consultant shall staff crossing guard locations in accordance with the Los Angeles Unified School District (LAUSD) academic year. The number of school days is subject to change based on State of California and L.A. County health order guidelines. As of the execution of this Agreement the locations are as follows:

LOCATION	SITE NUMBER	SCHOOL	MAXIMUM HOURS PER DAY	SCHOOL DAYS PER YEAR *SUBJECT TO CHANGE
Billings Dr./Sherman Ave.	1	Ambler Elementary	4	180
220 th St./Bonita St. (N/E)	2	Bonita Elementary*	4	180
220 th St./Bonita St. (N/W)	3	Bonita Elementary*	4	180
220 th St./Avalon Blvd.	4	Bonita Elementary*	4	180
Andmark Ave./Kramer Dr.	5	Broadacres Elementary*	4	180
Gunlock Ave./Turmont St.	6	Broadacres Elementary*	4	180
Carson St./ Bonita St. (N/E)	7	Carnegie Middle School*	4	180
Carson St./ Bonita St. (N/W)	8	Carnegie Middle School*	4	180
Calbas St./Bonita St.	9	Caroldale Learning Community*	4	180

224 th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4	180
223 rd St./ Moneta Ave.	11	Caroldale Learning Community*	4	180
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4	180
213 th St./Bolsa Ave.	13	Carson Elementary*	4	180
215 th St./ Orrick Ave.	14	Carson Elementary*	4	180
Avalon Blvd./ Scottsdale Dr.	15	Catskill Elementary	4	180
236 th St./ Panama Ave	16	Catskill Elementary	4	180
236 th St./ Catskill Ave.	17	Catskill Elementary*	4	180
Diamondale Dr. /Central Ave.	18	Curtiss Middle School*	4	180
213 th St./Water St.	19	Del Amo Elementary*	4	180
224 th St./ Catskill Ave.	20	Dolores Elementary*	4	180
228 th St./ Catskill Ave.	21	Dolores Elementary*	4	180
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4	180
220 th St./ Figueroa St.	23	Stephen White Middle School*	4	180
220 th St./ Moneta Ave.	24	Stephen White Middle School*	4	180
189 th St./ Towne Ave.	25	Towne Avenue Elementary*	4	180

- B.** Consultant shall provide trained and certified crossing guards at specified locations.
- C.** Consultant shall ensure that crossing guards are present at designated times, typically during school arrival and dismissal periods.
- D.** Consultant shall maintain a reliable and effective communication system for reporting incidents, absences, and emergencies.
- E.** Consultant shall adhere to all local, state, and federal requirements regarding pedestrian safety.
- F.** Consultant shall assist children and other pedestrians in safely crossing the street.
- G.** Consultant shall maintain order among children and ensure they follow traffic safety rules.
- H.** Consultant shall use appropriate signage and signals to control traffic flow in accordance with local traffic regulations.
- I.** Consultant shall report any unsafe conditions or incidents to the appropriate authorities immediately.
- J.** Consultant shall provide all necessary and required safety equipment, including but not limited to, an ANSI-approved safety vest and apparel to ensure crossing guards are readily identifiable as crossing guards, a handheld stop sign, and a whistle. Apparel must be appropriate for all weather conditions. All apparel and equipment shall be approved by the City's Contract Officer.
- K.** Consultant shall provide training, at no cost to the City, in accordance with all applicable local, state, and federal laws pertaining to pedestrian safety and school crossing areas. Training shall also include general traffic safety for pedestrians, motorists, and crossing guards.
- L.** Crossing guards shall be tested annually to ensure compliance with all required laws, ordinances, and regulations.
- M.** Consultant shall maintain all records documenting training for all crossing guards, and said records shall be made available for inspection. Copies of such records shall be provided to the City upon request at no additional cost.
- N.** Consultant shall provide adequate reserve personnel to ensure that all crossing locations are staffed during the required times and that all crossing guards are providing services as outlined in the Scope of Services. Reserve personnel shall staff locations vacated due to illness, injury, or failure to report to work. In the event a location remains unstaffed, the Consultant shall pay, or alternatively, reduce the monthly billing by \$100.00 for any portion of one hour not staffed by the Consultant.

- O. Consultant shall be responsible for all timekeeping and payroll functions related to crossing guard wages and benefits.
 - P. Consultant shall provide supervisory personnel to ensure that all crossing guard locations are staffed during the required times.
 - Q. Consultant shall provide proposed staffing plan, including the number of crossing guards and supervisory personnel.
 - R. Consultant shall provide detailed schedule for crossing guard shifts and locations.
 - S. Consultant shall provide communication and incident reporting procedures.
 - T. Staff Qualifications: Consultant shall provide detailed information regarding the training and certification process for crossing guards. This includes outlining the procedures for conducting background checks and screening procedures for crossing guards. Consultant shall also describe the process for managing staffing shortages and addressing absenteeism. The City reserves the right, at its sole discretion, to request the removal or reassignment of any crossing guard for reasons of convenience. Consultant shall make all reasonable efforts to recruit, hire, train, staff and employ crossing guards from among the current residents of the City of Carson, wherever feasible.
- II. 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.**
- III. Consultant will utilize the following personnel to accomplish the Services.**
- A. Kim Brooks, National Operations Manager
 - B. Patricia Pohl, Vice President of Operations.
 - C. Jennifer Lucero, Team Manager
 - D. Laura De La Torre, Local Area Supervisor

Exhibit “B”

Exhibit B (Special Requirements) is not amended, and remains the same as the Original Agreement.

Exhibit C

- I. Consultant shall perform the Services in Exhibit A, Section I at the hourly rates listed below which are fully loaded rates, meaning they include but are not limited to, recruitment, background clearance, training, equipment, insurance, supervision and management of the City's Crossing Guard Program.***

Thirty-two Dollars and Forty-five Cents (**\$32.45**) per hour, per guard. This pricing is based upon ~~22~~ **25** crossing guards compensated an average of 4.0 hours per day, for 180 school days annually. Relief coverage for City staffed sites will be billed at the same billing rate and daily hours. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon **15,972** hours, the projected **Not to Exceed** price is **\$518,291.40** for the **2024/2025** school year.

**Crossing Guard Wages: \$20.00 per hour Area
Supervisor Wages: \$23.00 per hour**

Proposed Hourly Rate for 2025/2026-Thirty-four Dollars and Seven Cents (**\$34.07**), per hour, per guard. Based upon **18,000** hours, the projected **Not to Exceed** price is **\$613,260.00**.

**Crossing Guard Wages: \$21.00 per hour
Area Supervisor Wages: \$24.00 per hour**

Proposed Hourly Rate for 2026/2027 - Thirty-five Dollars and Sixty Cents (**\$35.60**), per hour per guard. Based upon **18,000** hours, the projected **Not to Exceed** price is **\$640,800.00**.

**Crossing Guard Wages: \$22.00 per hour
Area Supervisor Wages: \$25.00 per hour**

3 Year Total \$1,772,351.40

Option Year 27/28 -**\$37.02** with a **Not to Exceed** price of **\$666,360.00**.

**Crossing Guard Wages: \$22.75 per hour
Area Supervisor Wages: \$25.75 per hour**

Option Year 28/29 -**\$38.50** with a **Not to Exceed** price of **\$693,000.00**.

**Crossing Guard Wages: \$23.50 per hour
Area Supervisor Wages: \$26.50 per hour**

5 Year Total \$3,131,711.40

*YEAR 1 - October 1, 2024 to June 30, 2025 *YEAR 2 - July 1, 2025 to June 30, 2026

*YEAR 3 - July 1, 2026 to June 30, 2027

*YEAR 4 - July 1, 2027 to June 30, 2028 (optional)

*YEAR 5 - July 1, 2028 to June 30, 2029 (optional)

- II. In the event a location remains unstaffed, Consultant shall pay, or in the alternate, reduce the monthly billing by \$100 for any portion of one-hour not staffed by Consultant.**
- III. The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost will be billed to the City.**
- IV. 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.**
- V. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - E. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - F. Line items for all materials and equipment properly charged to the Services.**
 - G. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - H. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- VI. The total compensation for the Services shall not exceed \$1,772,351.40 as provided in Section 2.1 of this Agreement.**

Exhibit D

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

The following table identifies the locations crossing guards will be stationed and the total number of hours to be allotted per location and per day. The City reserves the right in its sole discretion to change locations, to add or reduce services, and to adjust the dates and times based on annual individual school schedules.

LOCATION	SITE NUMBER	SCHOOL	MAXIMUM HOURS PER DAY	SCHOOL DAYS PER YEAR *SUBJECT TO CHANGE
Billings Dr./Sherman Ave.	1	Ambler Elementary	4	180
220 th St./Bonita St. (N/E)	2	Bonita Elementary*	4	180
220 th St./Bonita St. (N/W)	3	Bonita Elementary*	4	180
220 th St./Avalon Blvd.	4	Bonita Elementary*	4	180
Andmark Ave./ Kramer Dr.	5	Broadacres Elementary*	4	180
Gunlock Ave./Turmont St.	6	Broadacres Elementary*	4	180
Carson St./ Bonita St. (N/E)	7	Carnegie Middle School*	4	180
Carson St./ Bonita St. (N/W)	8	Carnegie Middle School*	4	180
Calbas St./Bonita St.	9	Caroldale Learning Community*	4	180
224 th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4	180
223 rd St./ Moneta Ave.	11	Caroldale Learning Community*	4	180
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4	180
213 th St./Bolsa Ave.	13	Carson Elementary*	4	180

215 th St./Orrick Ave.	14	Carson Elementary*	4	180
Avalon Blvd./ Scottsdale Dr.	15	Catskill Elementary	4	180
236 th St./ Panama Ave	16	Catskill Elementary	4	180
236 th St./ Catskill Ave.	17	Catskill Elementary*	4	180
Diamondale Dr. /Central Ave.	18	Curtiss Middle School*	4	180
213 th St./Water St.	19	Del Amo Elementary*	4	180
224 th St./ Catskill Ave.	20	Dolores Elementary*	4	180
228 th St./ Catskill Ave.	21	Dolores Elementary*	4	180
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4	180
220 th St./ Figueroa St.	23	Stephen White Middle School*	4	180
220 th St./ Moneta Ave.	24	Stephen White Middle School*	4	180
189 th St./Towne Ave.	25	Towne Avenue Elementary*	4	180

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

Exhibit No. 2

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ALL CITY MANAGEMENT SERVICES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALL CITY MANAGEMENT SERVICES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of October, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and ALL CITY MANAGEMENT SERVICES, INC., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million, Six Hundred Seventeen Thousand, Five Hundred Eighty One Dollars and No Cents (\$1,617,581.00)** (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:

<u>David Mecusker</u>	<u>Marketing & Contracts Manager</u>
(Name)	(Title)

Baron Farwell	President
(Name)	(Title)
Demetra Farwell	Corporate Secretary
(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 Nora A. Garcia, MPA, Emergency Services 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]

DM

Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

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

Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration: Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials DM

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]

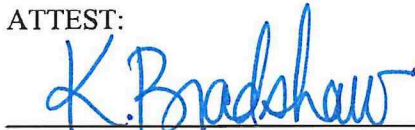
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

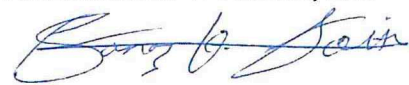
CITY OF CARSON, a municipal corporation


Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah Bradshaw, City Clerk

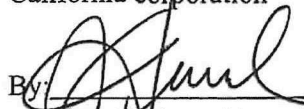
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[vas; rjl]



CONSULTANT:

ALL CITY MANAGEMENT SERVICES, INC., a
California corporation

By: 
Name: Baron Farwell
Title: President

By: 
Name: Demetra Farwell
Title: Corporate Secretary
Address: 10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

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.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant shall provide one (1) field supervisor and up to twenty-five (25) crossing guards for crossing guard services at locations and times determined by the Contract Officer. Sites numbered 1, 15 and 16 are staffed by part-time City employees. Consultant shall provide permanent crossing guards and relief crossing guards. Permanent crossing guard services means crossing guard services provided by Consultant under the Agreement. Relief crossing guard services means crossing guard services provided on a relief basis to cover crossing guards, including those designated for sites 1, 15 and 16, who are temporarily off work due to illness or vacation. City reserves the right, in its sole and absolute discretion to change the locations of contractor's crossing guards, to add or reduce services, and to adjust the dates and times based on annual individual school schedules. For the services rendered pursuant to this Agreement, Consultant shall staff crossing guard locations in accordance with the Los Angeles Unified School District (LAUSD) academic year. The number of school days is subject to change based on State of California and L.A. County health order guidelines. As of the execution of this Agreement the locations are as follows:

LOCATION	SITE NUMBER	SCHOOL	MAXIMUM HOURS PER DAY	SCHOOL DAYS PER SCHOOL YEAR *SUBJECT TO CHANGE
Billings Dr./Sherman Ave. Staffed by City employee - *Relief Only	1	Ambler Elementary	4	180
220 th St/Bonita St. (NE)	2	Bonita Elementary*	4	180
220 th St/Bonita St. (NW)	3	Bonita Elementary*	4	180
220 th St/ Avalon Bld.	4	Bonita Elementary*	4	180
Andmark Ave./ Kramer Dr. Staffed by City employee - *Relief Only	5	Broadacres Elementary*	4	180
Gunlock Ave./Turmont St.	6	Broadacres Elementary*	4	180
Carson St/ Bonita St (NE)	7	Carnegie Middle School*	4	180
Carson St/ Bonita St (NW)	8	Carnegie Middle School*	4	180
Calbas St/Bonita St	9	Caroldale Learning Community*	4	180
224 th Pl/ Caroldale Ave.	10	Caroldale Learning Community*	4	180

223 rd St./ Moneta Ave.	11	Caroldale Learning Community*	4	180
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4	180
213 th St./Boisa Ave.	13	Carson Elementary*	4	180
215 th St./ Orrick Ave.	14	Carson Elementary*	4	180
Avalon Blvd. / Scottsdale Dr. Staffed by City employee	15	Catskill Elementary	4	180
236 th St./ Panama Ave Staffed by City employee - *Relief Only.	16	Catskill Elementary	4	180
236 th St./ Catskill Ave.	17	Catskill Elementary*	4	180
Diamondale Dr./Central Ave.	18	Curtiss Middle School*	4	180
213 th St./Water St.	19	Del Amo Elementary*	4	180
224 th St./ Catskill Ave.	20	Dolores Elementary*	4	180
228 th St./ Catskill Ave.	21	Dolores Elementary*	4	180
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4	180
220 th St./ Figueroa St	23	Stephen White Middle School*	4	180

220 th St./ Moneta Ave.	24	Stephen White Middle School*	4	180
189 th St./ Towne Ave.	25	Towne Avenue Elementary*	4	180

- A. Consultant shall provide services four (4) hours per day for each day each individual school is in session. In order to maintain compliance with the State of California Split Shift Differential Laws, crossing guards are to provide services for three (3) hours per scheduled school day, but will be compensated for four (4) hours. Relief staff services shall be provided on an as-needed basis. For any relief staffing services provided, Consultant will bill the City a minimum of two (2) hours per actual location staffed.

- B. Consultant shall provide trained and certified crossing guards at specified locations.
- C. Consultant shall ensure that crossing guards are present at designated times, typically during school arrival and dismissal periods.
- D. Consultant shall maintain a reliable and effective communication system for reporting incidents, absences, and emergencies.
- E. Consultant shall adhere to all local, state, and federal requirements regarding pedestrian safety.
- F. Consultant shall assist children and other pedestrians in safely crossing the street.
- G. Consultant shall maintain order among children and ensure they follow traffic safety rules.
- H. Consultant shall use appropriate signage and signals to control traffic flow in accordance with local traffic regulations.
- I. Consultant shall report any unsafe conditions or incidents to the appropriate authorities immediately.
- J. Consultant shall provide all necessary and required safety equipment, including but not limited to, an ANSI-approved safety vest and apparel to ensure crossing guards are readily identifiable as crossing guards, a handheld stop sign, and a whistle. Apparel must be appropriate for all weather conditions. All apparel and equipment shall be approved by the City's Contract Officer.
- K. Consultant shall provide training, at no cost to the City, in accordance with all applicable local, state, and federal laws pertaining to pedestrian safety and school crossing areas. Training shall also include general traffic safety for pedestrians, motorists, and crossing guards.
- L. Crossing guards shall be tested annually to ensure compliance with all required laws, ordinances, and regulations.
- M. Consultant shall maintain all records documenting training for all crossing guards, and said records shall be made available for inspection. Copies of such records shall be provided to the City upon request at no additional cost.
- N. Consultant shall provide adequate reserve personnel to ensure that all crossing locations are staffed during the required times and that all crossing guards are providing services as outlined in the Scope of Services. Reserve personnel shall staff locations vacated due to illness, injury, or failure to report to work. In the event a location remains unstaffed, the Consultant shall pay, or alternatively, reduce the monthly billing by \$100.00 for any portion of one hour not staffed by the Consultant.

- O. Consultant shall be responsible for all timekeeping and payroll functions related to crossing guard wages and benefits.
- P. Consultant shall provide supervisory personnel to ensure that all crossing guard locations are staffed during the required times.
- Q. Consultant shall provide proposed staffing plan, including the number of crossing guards and supervisory personnel.
- R. Consultant shall provide detailed schedule for crossing guard shifts and locations.
- S. Consultant shall provide communication and incident reporting procedures.
- T. Staff Qualifications: Consultant shall provide detailed information regarding the training and certification process for crossing guards. This includes outlining the procedures for conducting background checks and screening procedures for crossing guards. Consultant shall also describe the process for managing staffing shortages and addressing absenteeism. The City reserves the right, at its sole discretion, to request the removal or reassignment of any crossing guard for reasons of convenience. Consultant shall make all reasonable efforts to recruit, hire, train, staff and employ crossing guards from among the current residents of the City of Carson, wherever feasible.

II. 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.

III. Consultant will utilize the following personnel to accomplish the Services.

- A. Kim Brooks, National Operations Manager
- B. Patricia Pohl, Vice President of Operations.
- C. Jennifer Lucero, Team Manager
- D. Laura De La Torre, Local Area Supervisor

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"2.4 Invoices.

~~Each month~~ Consultant shall furnish to City an original invoice for all work performed and expenses incurred ***on a bi-weekly basis*** ~~during the preceeding 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."

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 *commencing October 1, 2024 and expiring June 30, 2027* but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). *The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."*

III. Subsection (d) Professional Liability of Section 5.1 Insurance Coverages of the Agreement is hereby removed and deleted from the Agreement in its entirety.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the Services in Exhibit A, Section I at the hourly rates listed below which are fully loaded rates, meaning they include but are not limited to, recruitment, background clearance, training, equipment, insurance, supervision and management of the City's Crossing Guard Program.*

Thirty-two Dollars and Forty-five Cents (**\$32.45**) per hour, per guard. This pricing is based upon 22 crossing guards compensated an average of 4.0 hours per day, for 180 school days annually. Relief coverage for City staffed sites will be billed at the same billing rate and daily hours. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 15,840 hours, the projected **Not to Exceed price is \$514,008.00 for the 2024/2025 school year.**

Crossing Guard Wages: \$20.00 per hour Area
Supervisor Wages: \$23.00 per hour

Proposed Hourly Rate for 2025/2026-Thirty-four Dollars and Seven Cents (\$34.07), per hour, per guard. Based upon 15,840 hours, the projected Not to Exceed price is \$539,669.00.

Crossing Guard Wages: \$21.00 per hour
Area Supervisor Wages: \$24.00 per hour

Proposed Hourly Rate for 2026/2027 - Thirty-five Dollars and Sixty Cents (\$35.60), per hour per guard. Based upon 15,840 hours, the projected Not to Exceed price is \$563,904.00.

Crossing Guard Wages: \$22.00 per hour
Area Supervisor Wages: \$25.00 per hour

3 Year Total \$1,617,581.00

Option Year 27/28 - \$37.02 with a Not to Exceed price of \$586,397.00.

Crossing Guard Wages: \$22.75 per hour
Area Supervisor Wages: \$25.75 per hour

Option Year 28/29 - \$38.50 with a Not to Exceed price of \$609,840.00.

Crossing Guard Wages: \$23.50 per hour
Area Supervisor Wages: \$26.50 per hour

5 Year Total \$2,813,818.00

*YEAR 1 – October 1, 2024 to June 30, 2025 *YEAR 2 – July 1, 2025 to June 30, 2026

*YEAR 3 – July 1, 2026 to June 30, 2027

*YEAR 4 – July 1, 2027 to June 30, 2028 (optional)

***YEAR 5 – July 1, 2028 to June 30, 2029 (optional)**

- II. In the event a location remains unstaffed, Consultant shall pay, or in the alternate, reduce the monthly billing by \$100 for any portion of one-hour not staffed by Consultant.**
- III. The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost will be billed to the City.**
- IV. 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.**
- V. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - E. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - F. Line items for all materials and equipment properly charged to the Services.**
 - G. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - H. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- VI. The total compensation for the Services shall not exceed \$1,617,581.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

The following table identifies the locations crossing guards will be stationed and the total number of hours to be allotted per location and per day. The City reserves the right in its sole discretion to change locations, to add or reduce services, and to adjust the dates and times based on annual individual school schedules. Sites numbered 1, 15, and 16 are staffed by part-time City employees.

LOCATION	SITE NUMBER	SCHOOL	MAXIMUM HOURS PER DAY	SCHOOL DAYS PER SCHOOL YEAR *SUBJECT TO CHANGE
Billings Dr./Sherman Ave. Staffed by City employee - *Relief Only	1	Ambler Elementary	4	180
220 th St./Bonita St. (NE)	2	Bonita Elementary*	4	180
220 th St./Bonita St. (NW)	3	Bonita Elementary*	4	180
220 th St./ Avalon Blvd.	4	Bonita Elementary*	4	180
Andmark Ave./ Kramer Dr. Staffed by City employee - *Relief Only	5	Broadacres Elementary*	4	180
Gunlock Ave./Turmont St.	6	Broadacres Elementary*	4	180
Carson St./ Bonita St. (NE)	7	Carnegie Middle School*	4	180
Carson St./ Bonita St. (NW)	8	Carnegie Middle School*	4	180
Calbas St./Bonita St.	9	Caroldale Learning Community*	4	180
224 th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4	180

223 rd St./ Moneta Ave.	11	Carolale Learning Community'	4	180
Figueroa St./Shadwell Ave.	12	Carolale Learning Community'	4	180
213 th St./Bolsa Ave.	13	Carson Elementary'	4	180
215 th St./ Orrick Ave.	14	Carson Elementary'	4	180
Avalon Blvd. / Scottsdale Dr. Staffed by City employee	15	Catskill Elementary	4	180
236 th St./ Panama Ave Staffed by City employee - 'Relief Only.	16	Catskill Elementary	4	180
238 th St/ Catskill Ave.	17	Catskill Elementary'	4	180
Diamondale Dr./Central Ave.	18	Curtiss Middle School'	4	180
213 th St./Water St.	19	Del Amo Elementary'	4	180
224 th St./ Catskill Ave.	20	Dolores Elementary'	4	180
228 th St./ Catskill Ave.	21	Dolores Elementary'	4	180
Carson St./ Santa Fe Ave.	22	Dominguez Elementary'	4	180
220 th St/ Figueroa St.	23	Stephen White Middle School'	4	180

220 th St./ Moneta Ave.	24	Stephen White Middle School'	4	180
189 th St/ Towne Ave.	25	Towne Avenue Elementary'	4	180

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: occerts@marshmma.com	FAX (A/C, No):
INSURED All City Management Services, Inc. 10440 Pioneer Blvd., Suite 5 Santa Fe Springs CA 90670	License#: 0H18131 ALLCITYMAN	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: AXIS Surplus Insurance Company INSURER C: Westchester Surplus Lines Insurance Co INSURER D: Lexington Insurance Company INSURER E: INSURER F:
		NAIC # 11991 26620 10172 19437

COVERAGES**CERTIFICATE NUMBER:** 1201233811**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	052114698	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P00100118039402	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WCC334410A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Layer			G72535522004	8/1/2024	8/1/2025	AGGREGATE \$ 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, volunteers and agents are included as additional insured with respects to General Liability where required by written contract per the attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to General Liability and Workers Compensation per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

INSURANCE APPROVED City of Carson 701 E. Carson St. Carson CA 90745-0000 RG 10/21/2024	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Christina Dorer</i>
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INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2024

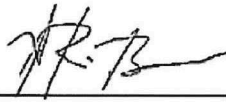
TO: 08/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



Authorized Representative OR
Countersignature (In states where applicable)

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LX9776 (08/04)

INSURED: All City Management Services, Inc.

POLICY#: 052114698

POLICY PERIOD: 08/01/2024

TO: 08/01/2025

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

WAIVER OF SUBROGATION (BLANKET)

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

INSURED: All City Management Services, Inc.

POLICY #: WCC334410A

POLICY PERIOD: 01/01/2024

TO 01/01/2025

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED
TO SUCH WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN
AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO A LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Countersigned By_____

WC 00 03 13
(Ed. 4-84)

INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2024

TO 08/01/2025

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

LX9838 (08/05)

All City Management Services, Inc.

LX9838 (08/05)

Exhibit No. 3

LOCATION	SITE NUMBER	SCHOOL	MAXIMUM HOURS PER DAY
Billings Dr./Sherman Ave.	1	Ambler Elementary	4
220 th St./Bonita St. (N/E)	2	Bonita Elementary*	4
220 th St./Bonita St. (N/W)	3	Bonita Elementary*	4
220 th St./ Avalon Blvd.	4	Bonita Elementary*	4
Andmark Ave./ Kramer Dr.	5	Broadacres Elementary*	4
Gunlock Ave./Turmont St.	6	Broadacres Elementary*	4
Carson St./ Bonita St. (N/E)	7	Carnegie Middle School*	4
Carson St./ Bonita St. (N/W)	8	Carnegie Middle School*	4
Calbas St./Bonita St.	9	Caroldale Learning Community*	4
224 th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4
223 rd St./ Moneta Ave.	11	Caroldale Learning Community*	4
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4
213 th St./Bolsa Ave.	13	Carson Elementary*	4
215 th St./ Orrick Ave.	14	Carson Elementary*	4
Avalon Blvd. / Scottsdale Dr.	15	Catskill Elementary	4
236 th St./ Panama Ave.	16	Catskill Elementary	4
236 th St./ Catskill Ave.	17	Catskill Elementary*	4
Diamondale Dr./Central Ave.	18	Curtiss Middle School*	4
213 th St./Water St.	19	Del Amo Elementary*	4
224 th St./ Catskill Ave.	20	Dolores Elementary*	4
228 th St./ Catskill Ave.	21	Dolores Elementary*	4
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4
220 th St./ Figueroa St.	23	Stephen White Middle School*	4
220 th St./ Moneta Ave.	24	Stephen White Middle School*	4
189 th St./ Towne Ave.	25	Towne Avenue Elementary*	4

*Assigned to Contractor



File #:

Version:

Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

CONSENT 28.

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 NO.1662: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) IMPROVEMENT PROJECT (CITY COUNCIL)

I. SUMMARY

On November 17, 2020, the City Council approved a Design-Build Agreement with Trane U.S., Inc. for the installation of new air filtration and HVAC systems at City Hall and the Community Center. The project was undertaken in response to emergency action authorized during the August 4, 2020 City Council meeting, addressing critical indoor air quality concerns for a total cost of 5,822,925.00 plus contingency funds of \$349,375.50.

The project has now been fully completed in accordance with the plans and specifications. Additionally, all required permits have been successfully closed out with the Building and Safety Department.

On March 21, 2023, the City Council approved change orders related to the project to account for necessary adjustments due to unforeseen conditions. To mitigate these challenges, the City approved Amendment No. 1, increasing the contract sum to \$6,987,346.65 to cover expanded scope and necessary adjustments.

This report requests the City Council to formally accept the project as complete and authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder / County Clerk Office under Civil Code Section 9204.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT as complete Project No. 1662: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) IMPROVEMENT PROJECT.
2. AUTHORIZE staff to file a Notice of Completion.

III. ALTERNATIVES

1. DO NOT ACCEPT the project as complete. However, acceptance of a project as complete and recordation of a Notice of Completion after work completion under Civil Code Section 9204 will shorten the time period during which any contractor will be able to file a lien claim.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

On November 17, 2020, the City Council approved a Design-Build Agreement with Trane U.S., Inc. for the replacement of HVAC systems at City Hall and the Community Center. The project was initiated as part of the City's response to COVID-19 indoor air quality concerns, with the goal of improving air circulation and air filtration in accordance with the health and safety standard for ventilation during the pandemic.

The scope of work included:

- Replacement of the HVAC system at City Hall and the Community Center, including chillers, pumps, air handlers, exterior ductwork, reheat coils, exhaust fans, and split systems.
- Upgrading control systems from pneumatic to Direct Digital Controls (DDC) for the entire HVAC system at City Hall.
- Replacement of the City Hall roof and deteriorated exterior wood trim.

During construction, the project experienced cost escalations due to inflation and supply chain disruptions. To maintain compliance with American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) guidelines, the City approved the roof insulation system at City Hall and other building enhancements. These additional elements increased the contract sum by \$1,164,421.78. However, a scope reduction of \$230,977.45 brought the final contract amount to \$6,987,346.65. On March 21, 2023, the City Council approved the necessary budget adjustments through Amendment No. 1, ensuring the project's successful completion.

The construction has been satisfactorily completed in accordance with the approved plans, and the Building and Safety Permit has been successfully closed out. Staff is requesting that the City Council accept the project as complete and authorize staff to proceed with filing the Notice of Completion.

V. FISCAL IMPACT

No fiscal impact is associated with the recommended action items.

VI. EXHIBITS

Prepared by: Dr. Arlington Rodgers Jr., Director of Public Works, Gilbert Marquez, P.E., City Engineer & Jesus Sanchez, P.E. Associate Civil Engineer



File #:

Version:

Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

DISCUSSION 29.

To: Honorable Mayor and City Council

From: Tomisha Haywood, Records Management Coordinator CCO Option 1

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

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council. (Exhibit 1)

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the May 6, 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 - May 21, 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
Vacant (JH)			11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Vacant (JD)			11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by: Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
 Membership: 9 members; 3 alternates
 Qualification: Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
 Meetings: 1st Wednesday, 6:30 p.m. (Executive Conference Room)
 Staff Liaison: Reata Kulcsar, Innovation & Sustainability 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
Vacant (LDH)		11-30-26
Koons, William (JD)	12-03-24	11-30-26
Peralta, Maribel (AR)	01-07-25	11-30-26
Vacant (LDH)		11-30-26
Taylor, Hourie (CH)	12-06-22	11-30-26
Watkins, Freeman (LDH)	12-03-24	11-30-26
Ford, Britney (LDH) Alt. 1	02-18-25	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
Paxton, Cameron (LDH) Youth	02-18-25	06-30-26
Vacant (LDH) Youth		06-30-26

[4] Parks, Recreation and Cultural Arts Commission*

Established by: Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership: 9 members; 3 alternates
Qualification: Resident of the City of Carson
Meetings: Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Michael Whittiker Jr., Director of Community Services x3571
Support Staff: Kimberly Madrigal, Administrative Secretary x3581

	<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
Johnson, Jo Jacqueline (LDH)**	04-01-25	11-30-26
Brown Sr., Kelvin (LDH) Alt. 1	12-03-24	11-30-26
Gomez, Freddie (LDH) *Pending C Alt. 2	05-06-25	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: Danielle Hasley, Public Information Analyst x1606
 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
Vacant (LDH)**	Community Representative		11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Waddis, Dorcas (LDH)	Alt. 2	12-03-24	11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*

Established by: Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6);
 Ordinance No. 21-2104
 Membership: 9 members; 3 alternates
 Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
 Meetings: 3rd Thursday, 6:30 p.m. (Executive Conference Room)
 Staff Liaison: Priscilla Palma, Division Secretary x1787
 Support Staff: Vacant

		<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
Vacant (LDH)	Alt. 3		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
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[9] Senior Citizens Advisory Commission*

Established by: Ordinance No. 97-1119, § 1 (CMC § 2799.6)
 Membership: 11 members; 3 alternates
 Qualification: Resident of the City of Carson and be at least 50 years of age at the time of appointment.

Meetings: 2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
 Staff Liaison: Mike Whittiker Jr., Dir. of Comm. 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
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*

Established by: Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership: 11 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison: 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	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Vacant (LDH)	Alt. 1		06-30-26
Vacant (LDH)	Alt. 2		06-30-26
Vacant (LDH)	Alt. 3		06-30-26

II. **BOARDS & COMMITTEES**

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by: Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030

Membership: 5 members; 2 alternates

Qualification: Resident of the City of Carson.

Meetings: 2nd Tuesday, 6:30p.m. (Community Center)

Staff Liaison: William Jefferson, Director of Finance x1756

Support Staff: Vicki Hernandez, Senior Clerk x1744

	<u>Appointed</u>	<u>Term Expires</u>
Dorsey-Reeves, Vera (CH)	04-04-23	11-30-26
Cottrell-Fullbright, Lisa (AR) <i>*Pending Oath</i>	05-06-25	11-30-26
Hunter, Cynthia (LDH)	04-04-23	11-30-26
Momoli, Nora (JD)	12-03-24	11-30-26
Hemphill, Dr. Afia (JH)	12-03-24	11-30-26
Vacant (LDH) Alt. 1		11-30-26
Vacant (LDH) Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board*

Established by: Ordinance No. 79-485U. §4702: § 607 of the 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
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-06-24	11-30-26

[15] **Relocation Appeals Board**

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

	<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
Mayor Pro Tempore Hicks, Sr.

Appointed

12-03-24

12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee

Established by Minute Order 04-02-19

Mayor Pro Tempore Hicks, Sr.
Councilmember Dr. Hilton

Appointed

06-01-21

06-01-21

[21] Legislative Ad Hoc Committee

Established by Minute Order 02-16-21

Mayor Pro Tempore Hicks, Sr.
Councilmember Dr. Hilton

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
Councilmember Dr. 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
Mayor Pro Tempore Hicks, Sr.

Appointed

03-02-21

03-02-21

[24] Conditional Use Permit Ad Hoc Committee

Established by Minute Order 04-05-22

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

04-05-22

04-05-22

[25] <u>Housing Ad Hoc Committee</u>	Established by Minute Order 03-16-21	<u>Appointed</u>
Councilmember Dr. Hilton Mayor Pro Tempore Hicks, Sr.		12-03-24 12-03-24
[26] <u>Diversity, Equity and Inclusion Ad Hoc Committee</u>	Established by Minute Order 09-07-21	<u>Appointed</u>
Councilmember Dr. Hilton Councilmember Rojas		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	<u>Appointed</u>
Mayor Davis-Holmes Councilmember Dr. Hilton		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)	<u>Appointed</u>
Authority Chair Lula Davis-Holmes Board Member Dianne Thomas		02-07-22 02-07-22
[29] <u>School Safety Ad Hoc Committee</u>	Established by Minute Order 02-15-22	<u>Appointed</u>
Councilmember Dr. Hilton Councilmember Rojas Captain Jones Norman		12-03-24 12-03-24 12-03-24
[30] <u>Carson Finance and Audit Committee</u>	Established by Minute Order 06-20-23	<u>Appointed</u>
Mayor Davis-Holmes Councilmember Rojas Mayor Pro Tempore Hicks, Sr.		06-20-23 06-20-23 02-18-24
[31] <u>Short-Term Rentals Ad Hoc Committee</u>	Established by Minute Order 03-02-21 Established by Minute Order 10-03-23	<u>Appointed</u>
Mayor Davis-Holmes Councilmember Dr. Hilton		10-03-23 10-03-23
[32] <u>Special Event Ad Hoc Committee</u>	Established by Minute Order 06-06-24	<u>Appointed</u>
Mayor Davis-Holmes Councilmember Dr. Hilton		06-06-24 06-06-24
[33] <u>LA '28 Olympics Ad Hoc Committee</u>	Established by Minute Order 07-16-24	<u>Appointed</u>
Mayor Davis-Holmes		07-16-24

Councilmember Dr. Hilton

07-16-24

[34] Refinery Ad Hoc Committee

Established by Minute Order 12-03-24

Mayor Davis-Holmes
Mayor Pro Tempore Hicks, Sr.

Appointed

12-03-24

12-03-24

[35] Grocery Store Ad Hoc Committee

Established by Minute Order 06-18-24

Councilmember Dr. Hilton Member
Mayor Pro Tempore Hicks, Sr. 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
Councilmember Dr. Hilton

Appointed

01-07-25

01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

Mayor Pro Tempore Hicks, Sr. 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)

Mayor Pro Tempore Hicks, Sr. 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
Councilmember Dr. 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.

		<u>Appointed</u>	<u>Term Expires</u>
		01-26-21	01-05-26
Councilmember Dear	Delegate	(effective 01-03-22)	

[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>
Councilmember Dr. Hilton	Alt.	01-26-21
		01-23-24

[43] League of California Cities

Councilmember Rojas	Delegate	<u>Appointed</u>
Councilmember Dr. Hilton	Alt. 1	03-01-22
Mayor Davis-Holmes	Alt. 2	01-26-21
		12-03-24

[44] League of California Cities (Los Angeles Co. Division)

Councilmember Dr. Hilton	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	12-03-24
Mayor Davis-Holmes	Alt. 2	01-26-21
		12-03-24

[45] National League of Cities

Mayor Pro Tempore Hicks, Sr.	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	01-26-21
Councilmember Dr. Hilton	Alt. 2	12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

Mayor Pro Tempore Hicks, Sr.	Delegate	<u>Appointed</u>
Mayor Davis-Holmes	Alt.	01-26-21
		12-03-24

[47] South Bay Workforce Investment Board

		<u>Appointed</u>	<u>Term Expires</u>
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[48] Southern California Association of Governments (SCAG)

Councilmember Dr. Hilton	Delegate	<u>Appointed</u>
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[49] U.S. Conference of Mayors

Mayor Davis-Holmes	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	01-26-21
Mayor Pro Tempore Hicks, Sr.	Alt. 2	03-01-22
		01-26-21

[50] West Basin Water Association

Mayor Davis-Holmes	Delegate	<u>Appointed</u>
Mayor Pro Tempore Hicks, Sr.	Alt.	12-03-24
		01-26-21



Report to Honorable Mayor and City Council

Wednesday, May 21, 2025, 5:00 PM

ORDINANCE SECOND READING 30.

To: Honorable Mayor and City Council

From: Erica Guico, Administrative Specialist CMO PIO

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2511 FOR FORMAL ADOPTION OF NEW CITY SEAL AND CITY LOGO AND EXPANSION OF REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO

I. SUMMARY

Ordinance No. 25-2511 formally adopts a new City Seal and Logo for the City of Carson and updates the Carson Municipal Code to apply existing use regulations—previously limited to the seal—to the new logo as well.

This ordinance is intended to protect the integrity of the City's official brand and ensure that both the seal and logo are used appropriately and with authorization.

It also removes outdated and uncoded penalties from Ordinance No. 80-524 effectively resulting in replacement with the City's default administrative fines under CMC Section 1203.3:

- \$100 for a first violation,
- \$200 for a second violation,
- \$500 for each additional violation.

These fines are designed to deter unauthorized or misleading use of official City symbols, which could undermine the City's image or imply false endorsement.

This action is consistent with Section 106 of the City Charter, which authorizes the City Council to change the official seal by ordinance.

II. RECOMMENDATION

TAKE the following actions:

1. CONDUCT a Second reading of Ordinance No. 25-2511 by title only and with full reading waived, and
2. ADOPT Ordinance No. 25-2511, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 4130.1 (ADOPTION OF CITY SEAL AND LOGO) TO, AND AMENDING SECTION 4131 (USE OF CITY SEAL – RESTRICTIONS), SECTION 4132 (USE OF CITY SEAL – EXCEPTIONS), SECTION 4133 (CITY SEAL – COMMERCIAL USE OF) AND SECTION 4134 (IMITATION OF CITY SEAL PROHIBITED) OF, CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE IV (PUBLIC PEACE) OF THE CARSON

MUNICIPAL CODE TO FORMALLY ADOPT NEW CITY SEAL AND CITY LOGO AND EXPAND REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO"

III. ALTERNATIVES

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

IV. BACKGROUND

On May 6, 2025, the City Council introduced Ordinance No. 25-2511, which proposes adding Section 4130.1 (Adoption of City Seal and Logo) to, amending Section 4131 (Use of City Seal-Restrictions), Section 4132 (Use of City Seal-Exceptions), Section 4133 (City Seal- Commercial Use Of) and Section 4134 (Imitation of City Seal Prohibited) of, Chapter 1 (Prohibited Conduct-Offenses) of Article IV (Public Peace) of the Carson Municipal Code to formally adopt a new city seal and city logo and expand existing restrictions, exceptions, and provisions previously applied only to the City Seal to now also cover the City Logo.

The foundation for these regulations was established on August 4, 1980, with the adoption of Ordinance No. 80-524, which governed the use of the City Seal, including provisions for commercial use, imitation prohibitions, and administrative penalties. However, the penalty provisions of that ordinance—up to a \$500 fine per day or imprisonment—were never codified into the Carson Municipal Code.

In 2019, Section 106 of the City Charter reaffirmed that the official City Seal in use at the time would remain valid unless changed by ordinance. Ordinance No. 25-2511 responds to this authority by designating the new seal as the official seal of the City for all acts and business.

If adopted, Ordinance No. 25-2511 will also eliminate the uncoded penalties from Ordinance No. 80-524. In their place, the default administrative fines under CMC Section 1203.3 will apply.

This ordinance is intended to protect the integrity of the City's official brand and to deter misuse of both the seal and logo through enforceable, proportionate penalties.

V. FISCAL IMPACT

There is no anticipated expenditure impact resulting from adopting this ordinance. However, there is anticipated revenue, contingent upon enforcement and issuance of administrative citations for violations.

VI. EXHIBITS

1. Ordinance No. 25-2511
2. Ordinance No. 80-524

Attachments

[Ordinance No. 25-2511.pdf](#)

[Ordinance No. 80-524.pdf](#)

ORDINANCE NO. 25-2511

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 4130.1 (ADOPTION OF CITY SEAL AND LOGO) TO, AND AMENDING SECTION 4131 (USE OF CITY SEAL – RESTRICTIONS), SECTION 4132 (USE OF CITY SEAL – EXCEPTIONS), SECTION 4133 (CITY SEAL – COMMERCIAL USE OF) AND SECTION 4134 (IMITATION OF CITY SEAL PROHIBITED) OF, CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE IV (PUBLIC PEACE) OF THE CARSON MUNICIPAL CODE TO FORMALLY ADOPT NEW CITY SEAL AND CITY LOGO AND EXPAND REGULATIONS CONCERNING USE OF THE CITY SEAL TO APPLY TO THE CITY LOGO

WHEREAS, the City of Carson City Council selected its preferred new City seal, and marketing logo at its special meeting held on February 26, 2025; and

WHEREAS, the City's Municipal Code Sections 4131-4134 adopted pursuant to Ordinance No. 80-524 on August 19, 1980, regulate the use of the City seal; and

WHEREAS, Section 106 of the City Charter, effective January 17, 2019, provides that the official seal of the City at the time the Charter takes effect shall continue to be the official seal of the City for its acts and business unless and until changed by ordinance of the City Council; and

WHEREAS, the City Council now sees fit to formally adopt a new City seal along with a City logo, and expand the existing regulations for use of the City seal to apply to the City logo.

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 4130.1 (Adoption of City Seal and Logo) is hereby added to Chapter 1 (Prohibited Conduct – Offenses) of Article IV (Public Peace) of the

Carson Municipal Code, and Section 4131 (Use of City Seal – Restrictions), Section 4132 (Use of City Seal – Exceptions), Section 4133 (City Seal – Commercial Use of), and Section 4134 (Imitation of City Seal Prohibited) of Chapter 1 (Prohibited Conduct – Offenses) of Article IV (Public Peace) of the Carson Municipal Code are hereby amended, to read in their entirety as follows:

“4130.1 (Adoption of City Seal and Logo).

The City seal and City logo are hereby adopted to appear as follows, as more particularly described and depicted in the City Style Guide adopted by the City Council through Resolution No. 25-063.

City Seal:



City Logo:



”

4131 Use of City Seal *or* Logo – Restrictions.

No person shall place the City seal *or City logo*, or any copy, facsimile or reproduction thereof on any written or printed material supporting or opposing any candidate or candidates for any elective public office or supporting or opposing any state or federal legislation or any local or statewide referendum, initiative or other ballot measure, and no person shall circulate or distribute any such written or printed material containing or bearing the City seal *or logo* or any copy, facsimile or reproduction thereof, except only as provided in CMC 4132.”

“4132 Use of City Seal *or* Logo – Exceptions.

CMC 4131 shall not prohibit:

(a) Use of the City seal *or logo* or a copy, facsimile or reproduction thereof on written material in support of or in opposition to any state or federal legislation or statewide referendum, initiative or other ballot measure when specifically authorized by the City Council;

(b) Use of the City letterhead bearing the City seal *or logo* by a member of the City Council for individual correspondence, or the reproduction and distribution of a City Councilmember's letter by the recipient thereof, at no cost to the City of Carson.

This Section shall not be construed so as to authorize any mass production, mailing or distribution of any such letter or written material on City stationery or otherwise at City expense, or any use of public funds in connection with any political campaign or issue."

"4133 City Seal *or Logo* – Commercial Use of.

No person shall place the City seal *or logo* or any copy, facsimile or reproduction thereof on any written or printed material other than that specified in CMC 4132, for any commercial, business or private purpose unless specifically authorized by the City Council."

"4134 Imitation of City Seal *and Logo* Prohibited

No person shall place any imitation of the City seal *or logo* on any written or printed material which is designed, calculated, intended or likely to confuse, deceive or mislead the public or cause the reader of such written or printed material to believe it to be an official City publication, and no person shall circulate or distribute any such written or printed material in the City of Carson."

SECTION 4. PENALTIES. Ordinance No. 80-524 imposed penalties for violations of the ordinance, punishable by a fine of not more than \$500 per each day a violation exists or imprisonment for a term not to exceed six (6) months or by both fine and imprisonment. However, the penalties provision under Section 2 of Ordinance No. 80-524 was never codified in the Carson Municipal Code. Now, the City Council hereby rescinds, revokes and removes Section 2 of Ordinance No. 80-524 so that it is no longer in effect.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be posted and codified in the manner required by law.

[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

ORDINANCE NO. 80-524

AN ORDINANCE OF THE CITY OF CARSON
CONCERNING THE USE OF THE CITY SEAL
AND AMENDING THE CARSON MUNICIPAL
CODE

THE CITY COUNCIL OF THE CITY OF CARSON DOES ORDAIN AS FOLLOWS:

Section 1. Article IV, Chapter 1, of the Carson Municipal Code is amended by adding Sections 4131, 4132, 4133 and 4134 to read as follows:

4131. Use of City Seal, Restrictions.

No person shall place the City seal or any copy, facsimile or reproduction thereof on any written or printed material supporting or opposing any candidate or candidates for any elective public office or supporting or opposing any state or federal legislation or any local or statewide referendum, initiative or other ballot measure, and no person shall circulate or distribute any such written or printed material containing or bearing the City seal or any copy, facsimile or reproduction thereof, except only as provided in Section 4132.

4132. Use of City Seal, Exceptions.

Section 4131 shall not prohibit:

(a) Use of the City seal or a copy, facsimile or reproduction thereof on written material in support of or in opposition to any state or federal legislation or statewide referendum, initiative or other ballot measure when specifically authorized by the City Council;

(b) Use of the City letterhead bearing the City seal by a member of the City Council for individual correspondence, or the reproduction and distribution of a City Council member's letter by the recipient thereof, at no cost to the City of Carson.

This Section shall not be construed so as to authorize any mass production, mailing or distribution of any such letter or written material on City stationery or otherwise at City expense, or any use of public funds in connection with any political campaign or issue.

4133. City Seal, Commercial Use of.

No person shall place the City seal or any copy, facsimile or reproduction thereof on any written or printed material other than that specified in Section 4132, for any commercial, business or private purpose unless specifically authorized by the City Council.

4134. Imitation of City Seal Prohibited.

No person shall place any imitation of the City seal on any written or printed material which is designed, calculated, intended or likely to confuse, deceive or mislead

the public or cause the reader of such written or printed material to believe it to be an official City publication, and no person shall circulate or distribute any such written or printed material in the City of Carson.

Section 2. Violation of any of the provisions of this ordinance shall be a misdemeanor and shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the County Jail for a term not to exceed six (6) months or by both such fine and imprisonment. Each and every day during any portion of which any violation of this ordinance is committed shall be a separate offense and shall be punishable accordingly.

PASSED, APPROVED AND ADOPTED this 19th day of August, 1980.

Clarence A. Bridges
Mayor

ATTEST:

Helen S. Kawagoe
City Clerk

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

I, Helen S. Kawagoe, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing ordinance, being Ordinance No. 80-524, passed first reading on August 4, 1980, was duly and regularly adopted by the City Council of said City at a regular meeting of said Council, duly and regularly held on the 19th day of August, 1980, and that the same was passed and adopted by the following roll call vote:

AYES:	COUNCIL MEMBERS:	Calas, Egan, Smith, Mills & Bridges
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

Helen S. Kawagoe
City Clerk, City of Carson, California