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

TUESDAY, SEPTEMBER 17, 2024
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, Mayor Pro Tem and District 1 Councilmember

Cedric L. Hicks, Sr., District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

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

Viewing will NOT be available for the 9/17/2024 City Council Meeting on 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 or in the white box outside 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 at the white box 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.

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

2: ROLL CALL (CITY CLERK)

3: FLAG SALUTE

4: INVOCATION

PASTOR ATHIA CARRIM FROM THE INTERNATIONAL INSTITUTE OF TOLERANCE

5: CLOSED SESSION

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

6A. Item No. 2 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)
RECOMMENDED ACTION

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

6B. Item No. 3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
RECOMMENDED ACTION

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

6C. Item No. 4 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
RECOMMENDED ACTION

— 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)

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

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

9: ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

10: REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

11: INTRODUCTIONS (MAYOR)

11A. Item No. 5 REPORT FROM ACTING CAPTAIN AIELLO OF CARSON SHERIFF'S STATION

12: PRESENTATIONS

12A. Item No. 6 PROCLAMATION RECOGNIZING SEPTEMBER 27 - OCTOBER 6, 2024 AS NATIONAL DRIVE ELECTRIC WEEK

12B. Item No. 7 PRESENTATION OF CERTIFICATE OF COMMENDATION TO GARDENA POLICE DEPARTMENT, HERMOSA BEACH POLICE DEPARTMENT, CULVER CITY POLICE DEPARTMENT, AND CARSON SHERIFF'S STATION FOR ASSISTANCE DURING JULY 6, 2024 MALL INCIDENT

12C. Item No. 8 PRESENTATION OF CERTIFICATES RECOGNIZING EMPATH RECRUITERS 3RD ANNIVERSARY AND THE EMPATHY AND COMPASSION IN OUR COMMUNITY CONTEST WINNERS

12D. Item No. 9 PRESENTATION ABOUT ZERO EMISSIONS DAY

12E. Item No. 10 PRESENTATION ITEM FROM METRO TO DISCUSS I-405 AUXILIARY LANES

12F. Item No. 11 CITY CLERK PRESENTATION RECOGNIZING SEPTEMBER 17TH AS NATIONAL VOTER REGISTRATION DAY

12G. Item No. 12 PRESENTATION ON NEW COUNCIL CHAMBERS AUDIOVISUAL SYSTEM (CITY COUNCIL)

12H. Item No. 13 UPDATE ON ELECTRIC VEHICLE CHARGING STATIONS AT CITY FACILITIES

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

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

14: APPROVAL OF MINUTES

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.

14A. Item No 14. APPROVAL OF THE FOLLOWING CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES: SEPTEMBER 3, 2024 (REGULAR)
RECOMMENDED ACTION

— Approve the minutes as listed.

14B. Item No. 15 APPROVAL OF THE REMAINING 2021 BACKLOG OF CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES
RECOMMENDED ACTION

— Approve the minutes as listed.

15: CONSENT (Items 16 to 43)

15A. Item No. 16 Resolution No. 24-090, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS, AS FOLLOWS:
TOTAL OF $1,135,779.06 FOR GENERAL DEMANDS, CHECK NUMBERS 174898 THROUGH 175069.

TOTAL OF $2,295.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 1285 THROUGH 1286, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY

15B. Item No. 17 Resolution No. 24-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $47,124.00, DEMAND CHECK NUMBERS HA-002000 through HA-002009

15C. Item No. 18 Resolution No. 24-09-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $29.60, DEMAND CHECK NUMBERS SA-001931 THROUGH SA-001931

15D. Item No. 19 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2024
Recommended Action

— RECEIVE and FILE

15E. Item No. 20 CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTHS OF JULY AND AUGUST OF 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)
Recommended Action

— RECEIVE and FILE

15F. Item No. 21 CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD JULY THROUGH AUGUST 31, 2024 PURSUANT SECTION 2607 (CITY COUNCIL)
Recommended Action

— RECEIVE and FILE

15G. Item No. 22 FISCAL YEAR 2023-2024 YEAR-END CONTINUING APPROPRIATIONS (CITY COUNCIL)
Recommended Action

— Waive further reading and adopt

— 1. RESOLUTION NO. 24-085, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2024-2025; and

— 2. RESOLUTION NO. 24-086, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2023-2024.

15H. Item No. 23 CONSIDER ADOPTING 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 VARIOUS CAPITAL PROJECTS TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS (CITY COUNCIL)
Recommended Action

— ADOPT Resolution No. 24-092 "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE VARIOUS CAPITAL PROJECTS TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS"

15I. Item No. 24 CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER REGARDING ASSEMBLY BILL 98 (CARRILLO, REYES) REGARDING WAREHOUSE AND LOGISTICS USE STANDARDS AND RELATED MATTERS (CITY COUNCIL)
Recommended Action

— TAKE a position of opposition for Assembly Bill 98 (Carrillo, Reyes) and AUTHORIZE staff to transmit a corresponding letter.

15J. Item No. 25 CONSIDER APPROVAL OF AMENDMENT NO. 5 FOR THE GOFORTH & MARTI CONTRACT (CITY COUNCIL)
Recommended Action

— 1. APPROVE Amendment No. 5 to the contract between the City and Goforth & Marti originally entered upon by the two parties on October 4, 2022.

— 2. AUTHORIZE the Mayor to execute Amendment No. 5to the contract following approval as to the form by the City Attorney.

15K. Item No. 26 CONSIDER APPROVAL OF THE GREAT PLACE TO WORK CERTIFICATION CONTRACT AGREEMENT (CITY COUNCIL)
Recommended Action

— 1. APPROVE Great Place to Work certification and contract agreement.

— 2. AUTHORIZE the Mayor to execute the Great Place to Work agreement.

15L. Item No. 27 CONSIDER AWARDING A THREE-YEAR CONTRACT SERVICE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. TO PROVIDE PROFESSIONAL CROSSING GUARD SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)
Recommended Action

— TAKE the following actions:

— 1. APPROVE the proposed three-year Contract Service Agreement with All City Management Services, Inc., including two optional one-year extensions, for the provision of professional crossing guard services for the City of Carson, with a total contract amount not to exceed $1,617,581.00, for the term expiring on June 30, 2027 (Exhibit No. 1) ("Agreement").

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

15M. Item No. 28 CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO JOHNSON CONTROLS, INC., FOR INSTALLATION SERVICES OF SPECIALIZED AUDIO-VISUAL SYSTEMS FOR CAPITAL IMPROVEMENT PROJECT PW 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. APPROVE the proposed Public Works Agreement with Johnson Controls, Inc., for the installation of specialized materials and audio-visual equipment as needed in the Emergency Operations Center (EOC), as part of Capital Improvement Project PW 1731: City Hall Basement/Emergency Operations Center Renovation, for a not-to-exceed contract sum of $369,938.51 (Exhibit No. 1).

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

15N. Item No. 29 CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE JOHNSON CONTROLS, INC., CONTRACT (C23-083) FOR CAPITAL IMPROVEMENT PW1674 TO PROVIDE A COMPLETE INSTALLATION OF ADDITIONAL MATERIAL ALLOWING FOR EXPANSION OF THE NEW ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEM (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. APPROVE Amendment No. 3to the Agreement with Johnson Controls, Inc. (Exhibit No.1) to increase the contract sum from $6,511,836.44 to $8,102,322.03.

— 2. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

15O. Item No. 30 CONSIDERATION OF APPROVAL OF CONTRACT FOR MIMECAST SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH GENERAL DATATECH, LP DBA GDT, LP (CITY COUNCIL)

Recommended Action

— 1. APPROVE a contract with General Datatech, LP DBA GDT, LP for Mimecast software licenses, including software maintenance, and software support for a total contract amount not to exceed $249,348.27, for a term of 3 years; and

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

15P. Item No. 31 CONSIDERATION OF APPROVAL OF CONTRACT FOR RING CENTRAL UNIFIED COMMUNICATION SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH RING CENTRAL, INC. (CITY COUNCIL)

Recommended Action

— 1. APPROVE a contract with RingCentral, Inc. for Ring Central unified communication software licenses, including software maintenance, and software support for a total contract amount not to exceed $238,955.40, for a term of 5 years; and

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

15Q. Item No. 32 CONSIDERATION OF APPROVAL OF CONTRACT FOR IT EQUIPMENT WITH DELL MARKETING, L.P. (CITY COUNCIL)

Recommended Action

— 1. APPROVE a contract with Dell Marketing, L.P. for hardware, software, warranty, maintenance and support for an amount not to exceed $2,186,114.07 for a total term expiring June 30, 2029; and

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

15R. Item No. 33 CONSIDER APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR FIXED-ROUTE BUS SERVICES BY THREE ADDITIONAL MONTHS (CITY COUNCIL)

Recommended Action

— 1. WAIVE bidding requirements in accordance with Carson Municipal Code Section 2611(i)(7); and

— 2. APPROVE proposed Amendment No. 1to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company, extending the term by three additional months (Exhibit No. 1; "Amendment No. 1"); and

— 3. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

15S. Item No. 34 CONSIDER APPROVING AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH T&G GLOBAL, LLC, DBA ST. NICKS'S CHRISTMAS LIGHTING AND DÉCOR, TO AUTHORIZE HOLIDAY DECORATION ENHANCEMENTS FOR THE 2024 WINTER HOLIDAY SEASON (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. APPROVE Amendment No. 2to the Contract Services Agreement between the City of Carson and T&G Global, LLC, dba St. Nick's Christmas Lighting & D�cor, that would authorize holiday decoration enhancements for the 2024winter holiday season at a cost of $49,056.00 (Exhibit No. 5; "Amendment No. 2"); and

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

15T. Item No. 35 CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CORKY'S PEST CONTROL, INC., TO PROVIDE INTEGRATED PEST MANAGEMENT AND PEST CONTROL SERVICES TO THE CITY OF CARSON (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. AWARD and APPROVE the proposed Contract Services Agreement, for a three-year term plus two (2) optional one-year extensions, to Corky's Pest Control, Incorporated, to provide integrated pest management services to the City of Carson for a Contract Sum of $154,638.00 for the initial three-year term (Exhibit No. 3; "Agreement"); and

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

15U. Item No. 36 CONSIDERATION OF RESOLUTION NO. 24-061, TO CREATE PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE (CITY COUNCIL)

Recommended Action

— WAIVE further reading and ADOPT Resolution No. 24-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE

15V. Item No. 37 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CALTEC CORP., FOR PROJECT NO.1632 CARSON COMMUNITY CENTER FOLDING WALL (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. AWARD a Construction Contract to CALTEC CORP., the lowest responsive and responsible bidder, for Project No. 1632: Carson Community Center Folding Wall, in the amount of $1,484,000.00.

— 2. AUTHORIZE the Mayor to execute a Construction Contract with CALTECH CORP., following approval as to form by the City Attorney.

15W. Item No. 38 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CALTEC CORP. FOR PROJECT NO. 1786: CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. AWARD a Construction Contract to CALTEC Corp., the lowest responsive and responsible bidder, for Project No. 1786: City Hall Bathroom and Kitchenette Renovations, in the amount of $1,697,000.00.

— 2. AUTHORIZE the Mayor to execute a Construction Contract with CALTEC Corp., following approval as to form by the City Attorney.

15X. Item No. 39 CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PCN3, INC FOR PROJECT NO. 1726: COMMUNITY CENTER COURTYARD & EAST PARKING LOT (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, PCN3, Inc., Inc. for Project No. 1726: Community Center Courtyard & East Parking Project, in an amount not to exceed $9,989,558.13.

— 2. AUTHORIZE the Mayor to execute a Construction Contract with PCN3, Inc., following approval as to form by the City Attorney.

15Y. Item No. 40 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO ROD-WEST FLOOR COVERING LLC FOR PROJECT NO. 1787 - CITY HALL CARPET REPLACEMENT (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. AWARD a Construction Contract for Project No. 1787: City Hall Carpet Replacement, in the amount of $138,560.00, to the lowest responsive and responsible bidder, Rod-West Floor Covering LLC.

— 2. AUTHORIZE the expenditure of construction contingencies in the amount of $13,856.00 (10%) for any unforeseen construction work that may be necessary to complete this project.

— 3. AUTHORIZE the Mayor to execute a Construction Contract with Rod-West Floor Covering LLC following approval as to form by the City Attorney.

15Z. Item 41 CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE TERM OF THE CONTRACT SERVICES AGREEMENT WITH JAKHER INC. FOR ON-CALL PROFESSIONAL SERVICES TO JUNE 30, 2025, AND INCREASE THE TOTAL CONTRACT SUM AMOUNT TO $148,000 (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. APPROVE Amendment No. 2to the Contract Services Agreement with Jahker Inc. to provide on-call professional services, by adding an additional $ 74,000 for a new total not-to-exceed contract amount of $148,000.00and extending the term of the contract through June 30, 2025 (Exhibit 3).

— 2. AUTHORIZE the Mayor to execute Amendment No. 2to the Contract Services Agreement with Jakher Inc., following approval as to form by the City Attorney.

15. Item 42. CONSIDER ADOPTING RESOLUTION NO. 24-087, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGIBLE (CITY COUNCIL)

Recommended Action

— WAIVE further reading and ADOPT Resolution No. 24-087, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGIBLE."

15. Item No. 43 CONSIDER APPROVING A CONTINGENCY BUDGET FOR THE AWARDED PUBLIC WORKS AGREEMENT WITH INTERIOR PLUS, INC. FOR CAPITAL IMPROVEMENT PROJECT PW 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION (CITY COUNCIL)

Recommended Action

— APPROVE a contingency budget in the amount of $166,000.00 for the Public Works Agreement with Interior Plus, Inc., a California corporation, for Capital Improvement Project PW 1731: City Hall Basement Renovation for any unforeseen construction cost.

16: SPECIAL ORDERS OF THE DAY

17: DISCUSSION (Items 44 to 45)

17A. Item No. 44 CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC., FOR PROJECT NO.1610: FOISIA PARK IMPROVEMENTS (CITY COUNCIL)

Recommended Action

— TAKE the following actions:

— 1. AWARD a construction contract to the lowest responsive and responsible bidder, PUB Construction Inc., for Project No. 1610: Foisia Park Improvements, in an amount not to exceed $12,757,062.40.

— 2. AUTHORIZE the Mayor to execute a Construction Contract with PUB Construction Inc., following approval as to form by the City Attorney.

17B. Item No. 45 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 EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (CITY COUNCIL)

Recommended Action

— 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.

18: ORDINANCE SECOND READING: None

19: MEMORIAL ADJOURNMENTS

20: 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.

21: COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

22: ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

24: RECESS TO CLOSED SESSION

25: RECONVENE TO OPEN SESSION

26: REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

27: ADJOURNMENT

Date Posted:

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready Report #2024-0745.pdf

File #: 2024-0745, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Written Communications

SUBJECT:

APPROVAL OF THE REMAINING 2021 BACKLOG OF CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES

I. SUMMARY

The City Clerk's Office is seeking approval of the following remaining 2021 minutes. The backlog of minutes was due to staffing shortage.

- September 7, 2021 (Regular)
- September 21, 2021 (Regular)
- October 5, 2021 (Regular)
- October 11, 2021 (Special)
- October 14, 2021 (Adjourned Special)
- October 19, 2021 (Regular)
- October 25, 2021 (Special)
- November 3, 2021 (Regular)
- November 16, 2021 (Regular)
- December 7, 2021 (Regular)
- December 9, 2021 (Special)
- December 13, 2021 (Adjourned Special)

II. RECOMMENDATION

Approve the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 7, 2021
2. Minutes, September 21, 2021
3. Minutes, October 5, 2021
4. Minutes, October 11, 2021
5. Minutes, October 14, 2021
6. Minutes, October 19, 2021
7. Minutes, October 25, 2021
8. Minutes, November 3, 2021
9. Minutes, November 16, 2021
10. Minutes, December 7, 2021
11. Minutes, December 9, 2021
12. Minutes, December 13, 2021

1.

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

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 7, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary John W. Carroll, Sr. noted the roll:

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear led the Pledge of Allegiance.

INVOCATION:

Item No. 1. 2021-517 PASTOR DR. MICHAEL FISHER, GREATER ZION CHURCH FAMILY

Pastor Dr. Michael Fisher gave the invocation.

CLOSED SESSION (Items 2-9)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:12 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:24 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-639 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Venegas, Frank v. City of Carson, Workers' Comp. Appeals Board, Marina Del Rey. WCAB Case No. ADJ12773114

ACTION: No reportable action was taken.

Item No. 3. 2021-558 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9 (d)(2) or (d)(3) & (e)(1) because there is a significant exposure to litigation in one case.

ACTION: Item No. 3 was not taken up and will be taken up later in the meeting.

At 10:45 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-590 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of

City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

Item No. 5. 2021-689 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows:
CAM-CARSON, LLC, a Delaware limited liability company, Plaintiff, v. CARSON RECLAMATION AUTHORITY, a California joint powers authority; the CITY OF CARSON, CALIFORNIA, a municipal corporation; RE | SOLUTIONS, LLC., a Colorado limited liability company; and DOES 1 through 50, inclusive, Defendants, Case Number 20STCV16461, Superior Court.

ACTION: Item No. 5 was not taken up and will be taken up later in the meeting.

At 10:45 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 6. 2021-675 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, (SUCCESSOR AGENCY)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
The Successor Agency to the Carson Redevelopment Agency, A Public Entity organized and existing under California Health & vs. Los Angeles County Second Supervisorial District Consolidated Oversight Board, A Public Body Corporate and politic formed, Sacramento Superior Court Case No. 34-2020-80003382 -CU-WM-GDS

ACTION: The City Council authorized an appeal of the matter.

Item No. 7. 2021-596 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: Item No. 7 was not taken up and will be taken up later in the meeting.

Item No. 8. 2021-584 CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations with Mike Israelsky of Summit Team, Inc., with whom City is negotiating, and to give direction to its negotiators, Sharon Landers, City Manager and David Roberts, Assistant City Manager, regarding that certain real property known as 631 E. University Drive / APN: 7319005016. The City's real property negotiator will seek direction from the City Council regarding the price and terms of payment for the property.

ACTION: Item No. 8 was not taken up and will be taken up later in the meeting.

At 10:45 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 9. 2021-680 PUBLIC EMPLOYEE EMPLOYMENT PERFORMANCE EVALUATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957, to conduct an employee evaluation for the position of City Manager.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 10. 2021-632 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged Captain Damon Jones and recognized the heroic acts of six members of the Carson Sheriff Station. Last week, the Sheriff Team helped save the life of a young girl named Maddy by rescuing her after she had fallen into a swimming pool. The six deputies are as follows:

Deputy Jose Ramirez
Deputy Sean Hylands
Deputy Miranda Carvahlo
Deputy Addison DeBoom
Deputy Larry Billoups
Dispatcher Dwayne Rhine, Law Enforcement Technician

Captain Jones spoke about the heroics acts of the Deputies, Emergency Medical Technician (EMT) and Dispatcher on August 25, 2021.

City Manager Landers shared that Maddy received a Build A Bear named Angel from the city.

Captain Jones shared a video of the incident and Maddy's aunt thanked everyone for their heroic act on behalf of her family.

City Manager Landers shared a special reward to be presented to the Deputies and Dispatcher.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked the Deputies, EMT and Dispatcher for their heroic act.

Captain Jones thanked the city for their support and recognizing his staff. He read the Certificate of Commendation that was given to the Deputies and Dispatcher.

Maddy's mother Wendy joined in the meeting to thank everyone for the work and professionalism in saving her daughter.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes invited Maddy and her mother to attend a future City Council meeting for a photo with her.

The Council Members thanked the Deputies and first responders for their work.

Captain Jones announced that Sergeant Veramendi will be retiring soon. He introduced the incoming Community Relations Sergeant Armando Hernandez, Jr. who gave an overview of his past history in the workforce. He gave his email address: a4hernan@lasd.org.

Captain Jones announced/reported the following:

- Thanked those who participated in the Community Night Out last month
- Thanked those who attended the Coffee with the Station
- Driving Under the Influence (DUI) Checkpoint a few weeks ago
- Deputies and Sergeants attended the Mental Evaluation Training
- Gave six Explorers each a $500 scholarship to assist with higher education
- Essay Contest at the Station for 9th thru 12th graders; essays being reviewed; winners will receive gift cards
- Reminded everyone to continue to drive carefully and slow down; reminded everyone the speed limit around the school zone is 25 mph
- Participated in an event dealing with law enforcement relations at Dignity Health Sports Park
- Reported street racing, successfully disbursed them, made four arrests, towed three vehicles, and issued citations
- Received calls about police activity that occurred a few weeks ago at the Canes Restaurant across from the mall and everything is fine; apprehended robbery suspects

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Captain Jones for stopping the street racing and incident at Canes.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reported on the reoccurrence of street racing on Santa Fe Avenue at the intersection of Dominguez Street. He asked Captain Jones for any results. Captain Jones responded to his question and received

reports of street racing on Carson Street and Martin Street.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported the residents stated the Sheriff responded immediately to the street racing and wanted to express their appreciation of their work.

Council Member/Agency Member/Authority Board Member Hicks also received a report and thanked Captain Jones and Deputies for their work.

Council Member/Agency Member/Authority Board Member Hilton stated he participated in a bias training helping young people interact with law enforcement. It was a phenomenal event hosted by Game Changers at the Dignity Health Sports Park along with Assemblymember Mike Gipson and the Brotherhood Crusade. He thanked Captain Jones and Lieutenant Jabar Williams with numerous law enforcement officials from the City of Carson with great dialogue.

Item No. 11. 2021-651 INTRODUCTIONS OF CARSON COMMUNITY OF SCHOOLS ADMINISTRATOR DR. AFIA HEMPHILL, LOCAL DISTRICT SOUTH SUPERINTENDENT MICHAEL ROMERO, PRINICIPAL STEPHANIE AUSTIN FROM AMBLER ELEMENTARY SCHOOL, PRINCIPAL SONIA BUENROSTRO FROM CARSON ACADEMIES OF EDUCATION & EMPOWERMENT (AEE), AND PRINCIPAL DR. DIANA FAATAI FROM CARSON HIGH SCHOOL

Item No. 11 was heard after Item No. 16.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Dr. Afia Hemphill who introduced the following:

Stephanie Austin, Principal from Ambler Elementary School
Sonia Buenrostro, Principal from Academies of Education & Empowerment (AEE)
Dr. Diana Faatai, Principal from Cason High School

Mayor and City Council welcomed, thanked, and congratulated all the principals for their work.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes sends her regards to Superintendent Michael Romero.

INTERNAL PROMOTIONS

Item No. 12. 2021-679 RICHARD AHLGRIM - FACILITIES MAINTENANCE SUPERVISOR
MODESTO BOLANOS - FACILITIES MAINTENANCE SUPERVISOR
CLAUDIA BUENROSTRO - ACCOUNTING MANAGER
LATOYA BUTLER - ECONOMIC DEVELOPMENT LIAISON
ADRIANA CABRERA - HUMAN RESOURCES ASSISTANT
LAKESHA WILSON - HUMAN RESOURCES SPECIALIST
MELODY CARTER - SOCIAL SERVICES COORDINATOR

DANI COOK - HUMAN SERVICES SUPERVISOR
JESSICA CORIA - SENIOR CLERK
DAVID CROCKETT - FLEET MAINTENANCE SUPERVISOR
MELISSA FIGUEROA - SENIOR CLERK
STEPHANIE MARTINEZ - EVENT SERVICES COORDINATOR
GLORIA MURILLO - CODE ENFORCEMENT OFFICER
JONATHAN NERY - ASSISTANT AQUATICS PROGRAM SUPERVISOR PART TIME
JOSE PINA - RECREATION CENTER SUPERVISOR II
KANECA POMPEY - ASSISTANT PLANNER
JOSILLA TOGIOLA - BUYER

Director Moseley congratulated and announced the Internal promotions as follows:

Richard Ahlgrim - Facilities Maintenance Supervisor, Public Works Department
Modesto Bolanos - Facilities Maintenance Supervisor, Public Works Department
Claudia Buenrostro - Accounting Manager, Finance Department
Latoya Butler - Economic Development Liaison, Community Development Department
Adriana Cabrera - Human Resources Assistant, Human Resources and Risk Management Department
Lakesha Wilson – Human Resources Specialist, Human Resources and Risk Management Department
Melody Carter - Social Services Coordinator, Community Services Department
Dani Cook - Human Services Supervisor, Community Services Department
Jessica Coria - Senior Clerk, Public Works Department
David Crockett - Fleet Maintenance Supervisor, Public Works Department
Melissa Figueroa - Senior Clerk, City Clerk's Office
Stephanie Martinez - Event Services Coordinator, Community Services Department
Gloria Murillo - Code Enforcement Officer, City Manager's Office, Public Safety Division
Jonathan Nery – Assistant Aquatics Program Supervisor Part Time, Community Services Department
Jose Pina - Recreation Center Supervisor II, Community Services Department
Kaneca Pompey - Assistant Planner, Community Development Department
Josilla Togiola – Buyer, Finance Department

INTRODUCTION OF NEW EMPLOYEES

Item No. 13. 2021-643 KENNETH YOUNG, SENIOR CIVIL ENGINEER
VERNON VILLANUEVA, ASSOCIATE CIVIL ENGINEER
RALSTON TURNER, SENIOR BUDGET ANALYST

Director Moseley welcomed and introduced the new employees as follows:

Kenneth Young – Senior Civil Engineer, Public Works Department

Director Whitman stated she is pleased to have Kenneth Young's experience on board.

Vernon Villanueva – Associate Civil Engineer, Public Works Department
Ralston Turner - Senior Budget Analyst, Finance Department

ANNOUNCEMENT OF NEW EMPLOYEES

Item No. 14. 2021-637 RICARDO ANTUNEZ - POOL MAINTENANCE SPECIALIST
MARK ARRILA - ASSISTANT MAINTENANCE WORKER
JOSEPH CANALITA – PUBLIC WORKS ADMINISTRATIVE INTERN PART TIME
TONI COSTANZO - PUBLIC WORKS ADMINISTRATIVE SECRETARY
HNIN PHYU - ACCOUNTANT
LUIS TINOCO - ASSISTANT MAINTENANCE WORKER
DEAN YOONG – PUBLIC WORKS ADMINISTRATIVE INTERN PART TIME

Director Moseley welcomed and announced the new employees as follows:

Ricardo Antunez – Pool Maintenance Specialist
Mark Arrila – Assistant Maintenance Worker
Joseph Canalita – Public Works Administrative Intern Part Time
Toni Costanzo – Public Works Administrative Secretary
Hnin Phyu – Accountant
Luis Tinoco – Assistant Maintenance Worker
Dean Yoong – Public Works Administrative Intern Part Time

PRESENTATIONS

Item No. 15. 2021-638 PRESENTATION ON CITY OF CARSON AND CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS TOWN AND GOWN EVENTS

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave an overview of the partnership with the California State University, Dominguez Hills (CSUDH).

City Manager Landers presented a video clip from CSUDH featuring the Mayor, City Council, and Dr. Thomas A. Parham, President, CSUDH, of the Town and Gown events.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the video be displayed on the City's webpage. She thanked the City Manager and CSUDH for the presentation.

Item No. 16. 2021-652 CERTIFICATE OF RECOGNITION FOR PREVAILING IN CHRIST MINISTRIES AND PASTOR MICHAEL J. EALEY FOR SUPPORTING FOOD DISTRIBUTION PROGRAMS AND VACCINATION EFFORTS IN THE CARSON COMMUNITY

Item No. 16 was heard after Item No. 10.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Certificate of Recognition and presented to Pastor J. Ealey who accepted with words of gratitude.

Mayor and City Council thanked Pastor Ealey and his church for all they do for the community.

Item No. 17. 2021-113 PROCLAMATION RECOGNIZING SEPTEMBER 8, 2021 AS CARSON LITERACY DAY

Item No. 17 was heard after Item No. 15.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the Proclamation recognizing September 8, 2021 as Carson Literacy Day.

Elizabeth Untalan, teacher at Catskill Avenue Elementary School, spoke on the literacy that has taken place in the Carson elementary schools.

Item No. 18. 2021-112 PROCLAMATION RECOGNIZING THE 20TH ANNIVERSARY OF SEPTEMBER 11, 2001

Item No. 18 was heard after Item No. 19.

Council Member/Agency Member/Authority Board Member Hilton read the Proclamation recognizing the 20th Anniversary of September 11, 2001.

Chaplain Kemp accepted the Proclamation on behalf of the Santa Monica Police Department as a volunteer Chaplain, retired United States Army Veteran, Chaplain for the Department of Veterans Affairs, and all first responders. He offered words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes talked about an event that was held at the water fountain in front of City Hall. She requested staff to bring back event for approval.

Item No. 19. 2021-106 PROCLAMATION RECOGNIZING SEPTEMBER 2021 AS PROSTATE CANCER AWARENESS MONTH

Item No. 19 was heard after Item No. 17.

Council Member/Agency Member/Authority Board Member Hicks read the Proclamation recognizing September 2021 as Prostate Cancer Awareness Month.

Council Member/Agency Member/Authority Board Member Hicks introduced Dr. James Yeh, M.D., from Harbor-UCLA Medical Center, who accepted the proclamation and offered words of gratitude. He also acknowledged Larissa Celles, Nurse Practitioner.

Council Member/Agency Member/Authority Board Member Hicks announced the Prostate Cancer 5K Walk on September 18, 2021 at CSUDH from 10:00 A.M. to 2:00 P.M.

Item No. 20. 2021-105 PROCLAMATION RECOGNIZING SEPTEMBER 2021 AS SICKLE CELL AWARENESS MONTH

Item No. 20 was heard after Item No. 18.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation recognizing September 2021 as Sickle Cell Awareness Month. She accepted the proclamation on behalf of Vonda and Shirley Graves.

Vonda joined the meeting and offered comments and words of gratitude.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following comments that were submitted electronically:

Kim Turner, Transit Director of the Torrance Transit System of Torrance, CA - Item No. 37
Torrance Transit is aware that Long Beach Transit (LBT) is intending to launch new service into the Carson area beginning in September of 2021. While they support regional connectivity between transit agencies to benefit bus riders, they are concerned that two of the four proposed routes will replicate service already provided by Torrance Transit. In addition, it appears that Long Beach Transit may be in violation of numerous Public Utility Codes such as 130001, 99280, 99281, 99238.5, 99284, 99285 and 99286. Therefore, asked the Mayor and City Council to postpone the launch of the planned Carson service and agreement with LBT until the two agencies have the opportunity to formally meet, discuss and coordinate as required by law.

Liz Foisia - Non Agenda Item
Since the Council Meetings have been conducted online, public comments have been made by letter, that was read into record by the Clerk, or by calling in and stating comments over the telephone. The former City Clerk, Ms. Gause, requested 5 names of Carson residents who were also registered voters to be on record in support of the letter being submitted, so that 5 minutes can be allotted to that particular letter, instead of the 3 minutes permitted for each letter or speaker. Asked if it is still the practice, since in person meetings were supposed to have resumed the month of September; will be sending in a letter for a non-agendized item for the Council Meeting, September 07, 2021, and will send in 5 names of Carson residents/registered voters so her letter will be allotted 5 minutes and read in its entirety for the record; supports Councilman Hilton's public comments as a Carson resident at the last Council meeting, August 03, 2021, regarding the behavior of City Manager Sharon Landers and Director of Human Resources Faye Moseley and treatment of employees; offered comments regarding City Attorney Sunny Soltani; and concurred with Carson resident Jawane Hilton/Councilmember District 1 suggestion to bring an independent investigator

Wendy Lee, Acting Community Library Manager of Carson Library – Non Agenda Item
Gave an update about the library as follows: With the reopening of the State, the majority of Los Angeles County Libraries have opened their doors for select in-person services. Carson Library remains closed, however, due to a necessary safety upgrade that could not begin until the spring of 2021 due to funding and pandemic-related delays. In the meantime, Carson Library is still offering sidewalk service where customers can pick up their holds. Laptop and hotspot kits are also available to check out so customers can access the internet from the comfort of their home. Please visit website at lacountylibrary.org or call at 310-830-0901 for more information; encouraged customers to visit Dr. Martin Luther King, Jr., Library, at 17906 S. Avalon Boulevard, which is open Tuesday through Saturday, for in-person library service. Lastly, Los Angeles County Library has gone fine free and has eliminated past, present, and future fines for overdue

books and materials.

D. Hawkins – Non Agenda Item
Offered comments regarding Mayor Davis-Holmes, City Manager Landers, and Director of Human Resources

C. Alvarez - Non Agenda Item
Offered comments regarding corruption, discrimination and bullying of employees in City Hall

Diwa Alquino - Non Agenda Item
Thanked the Mayor and City Council for helping family; requested assistance from the city to cut tree, with rent, and a job; offered comments regarding the City Manager

Leticia Lopez – Non Agenda Item
Offered comments regarding Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and City Manager Landers

Freddie Gomez, Public Relations Commissioner - Non Agenda Item
Asked Mayor and City Council to encourage Mayor Pro Tern Jim Dear to comply with the City of Carson Code of Ethics Ordinance 08-1409; reported that Mayor Pro Tem Dear has been spreading false rumors that he is a fake Pastor / Minister and convicted felon; asked the Mayor and Council to admonish him to stop; shared he does the work of ministry in serving the community over the past 25 years

Mayor Pro Tem Dear offered comments regarding Freddie Gomez.

Mayor Davis-Holmes offered comments regarding Freddie Gomez.

City/Agency/Authority Attorney Soltani cautioned Mayor Davis-Holmes and Mayor Pro Tem Dear to step away from the dais and speak as residents and to not use the dais to conduct anything that could be construed as electioneering.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stepped down and excused herself as Mayor to make comments as a resident and offered comments regarding Freddie Gomez.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stepped down as Mayor Pro Tem to make comments as a resident and offered comments regarding Freddie Gomez.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. noted a written communication was received after the deadline submission. Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated to proceed with the presentation of the written communication.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following comment that was submitted electronically:

Ricardo Pulido – Non Agenda Item
Reported the Gulf Avenue neighborhood track has been neglected for street repairs, paving, street sweeping, tree trimming and asked the city to follow through with the services needed;

reported a Code Enforcement Officer visited his home because of an anonymous complaint; offered comments regarding the City Manager and Director of Human Resources, Environmental Commission meetings, and diversity

APPROVAL OF MINUTES:

Item No. 21. 2021-656 APPROVAL OF THE JANUARY 21, 2021 CITY COUNCIL/HOUSING AUTHORITY SPECIAL MEETING MINUTES; AND JANUARY 26, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 22-43)

It was moved to approve the Consent items on motion of Dear, seconded by Hilton.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Items No. 26, 27, 28, 29, 30, and 31 for discussion.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 37 for discussion.

The motion to approve Consent Items No. 22-43, except Items No. 26, 27, 28, 29, 30, 31 and 37, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 22. 2021-684 Resolution No. 21-105, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,348,226.20, DEMAND CHECK NUMBERS 158976 THROUGH 159436

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-664 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JULY 31, 2021

Recommendation: RECEIVE and FILE.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-662 CONSIDER APPROVAL OF THREE FACILITIES USE AGREEMENTS WITH LOS ANGELES COUNTY RELATED TO USE OF SITES AS VOTE CENTERS USED FOR GUBERNATORIAL RECALL ELECTION AND CORRESPONDING VOTE CENTER ELECTION PLANS (CITY COUNCIL)

Recommendation:
1. APPROVE Facilities Use Agreements with Los Angeles County Registrar-Recorder/County Clerk for use of City sites as vote centers for September 14, 2021 Gubernatorial Recall Election for the following sites: Foisia Park (Gymnasium), Carson Civic Center (Carson Dominguez Room), and Veterans Park (Gymnasium), and corresponding Vote Center Election Plans.
2. AUTHORIZE the City Manager to execute the agreements and Vote Center Election Plans. The agreements will be executed after approval as to form by the City Attorney.
3. WAIVE site-related fees.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-641 CONSIDER AN UPDATE FROM THE LEGISLATIVE AD HOC COMMITTEE AND RECOMMENDATIONS FOR THE CITY COUNCIL TO CONSIDER SUPPORTING SENATE BILL 4 (GONZALEZ), ASSEMBLY BILL 14 (AGUIAR-CURRY) (CITY COUNCIL)

Recommendation:
1. SUPPORT SB 4 (GONZALEZ) and SUPPORT AB 14 (AGUIAR-CURRY)
2. AUTHORIZE staff to send the advocacy letters included as Exhibit 1.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-384 CONSIDER RESOLUTION NO. 21-120 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTING STRUCTURE OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

Item No. 26 was heard after approval of the Consent items.

Director Whitman gave a report.

Council Member/Agency Member/Authority Board Member Hilton inquired if the Operations Manager position has been filled. City Manager Landers responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hilton spoke about the reporting structure of the Public Works Department.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments in support of the item.

Recommendation: WAIVE further reading and ADOPT Resolution NO. 21-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTING STRUCTURE OF THE PUBLIC WORKS DEPARTMENT".

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

Item No. 27. 2021-508 CONSIDERATION OF RESOLUTION NO. 21-108, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-108, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER."

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

Item No. 28. 2021-498 CONSIDERATION OF RESOLUTION NO. 21-091, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A JOB CLASSIFICATION SPECIFICATION FOR ADMINISTRATIVE SPECIALIST JOB SERIES (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-091, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A JOB CLASSIFICATION SPECIFICATION FOR ADMINISTRATIVE SPECIALIST JOB SERIES."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 29. 2021-635 CONSIDERATION OF RESOLUTION NO. 21-109, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PURCHASING MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-109, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PURCHASING MANAGER."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 30. 2021-668 CONSIDERATION OF RESOLUTION NO. 21-121, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR CIVIL ENGINEER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-121, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR CIVIL ENGINEER."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 31. 2021-669 CONSIDERATION OF RESOLUTION NO. 21-122, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE CIVIL ENGINEER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-122, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE CIVIL ENGINEER."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 32. 2021-674 CONSIDERATION OF RESOLUTION NOS. 21-116, 21-117 AND 21-118 AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATIONS FOR SENIOR BUS DRIVER, FULL-TIME BUS DRIVER AND PART-TIME BUS DRIVER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-116, Resolution No. 21-117 and Resolution No. 21-118, "RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATIONS FOR SENIOR BUS DRIVER, FULL-TIME BUS DRIVER AND PART-TIME BUS DRIVER."

ACTION: Item No. 32 was approved on Consent.

Item No. 33. 2021-615 CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES WITH PRINCIPAL LIFE INSURANCE COMPANY FOR ADMINISTRATION OF THE CITY OF CARSON SELF-INSURED DENTAL PLAN AGREEMENT (CITY COUNCIL)

Recommendation: 1. APPROVE Amendment No. 3 to the Agreement to exercise the City's first of two remaining one-year options to extend the term of the Agreement, thereby extending the term expiration date from November 1, 2021 until November 1, 2022, at existing fee rates (Exhibit 4) ("Amendment No. 3"); and
2. AUTHORIZE the Mayor to execute Amendment No. 3 following approval as to form by the City Attorney.

ACTION: Item No. 33 was approved on Consent.

Item No. 34. 2021-661 CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO: 1632 - COMMUNITY CENTER COILING WALL REPLACEMENT (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No: 1632: Community Center Coiling Wall Replacement.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No: 1632: Community Center Coiling Wall Replacement.

ACTION: Item No. 34 was approved on Consent.

Item No. 35. 2021-682 CONSIDER ADOPTING RESOLUTION NO. 21-119 AUTHORIZING THE USE OF DIGITAL SIGNATURES AND NOTARIZED ELECTRONIC SIGNATURES FOR CITY CONTRACTS (CITY COUNCIL)

Recommendation: WAIVE further reading and APPROVE Resolution No. 21-119 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE USE OF DIGITAL SIGNATURES AND NOTARIZED ELECTRONIC SIGNATURES FOR CITY CONTRACTS"

ACTION: Item No. 35 was approved on Consent.

Item No. 36. 2021-547 CONSIDER APPROVING AN APPLICATION TO AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES TO DESIGNATE THE CITY OF CARSON AS AN AGE-FRIENDLY CITY (CITY COUNCIL)

Recommendation: DIRECT staff to apply for the AARP Age-Friendly City designation.

ACTION: Item No. 36 was approved on Consent.

Item No. 37. 2021-616 CONSIDER APPROVING A SERVICE AGREEMENT WITH LONG BEACH TRANSIT TO PROVIDE FIXED-ROUTE BUS SERVICE (CITY COUNCIL)

Item No. 37 was heard after Item No. 31.

Director Lennox gave a PowerPoint presentation of the Long Beach Transit Fixed Route Service Agreement.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if a survey has been done to see if Carson residents travel to other South Bay Cities and Downtown Los Angeles compared to traveling to Long Beach. Director Lennox stated a route study was completed over a year ago and this is the result of the survey.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear referred to the letter from Kim Turner, Transit Director of Torrance Transit System of Torrance, California, and asked about statutory requirements. Dr. Lennox responded to his question.

City Manager Landers gave comments regarding the routes.

Council Member/Agency Member/Authority Board Member Hicks asked if the buses are big or little and would they include a city logo. Dr. Lennox responded to his question.

Recommendation: TAKE the following actions:
1. APPROVE the proposed Contract Service Agreement with Long Beach Public Transportation Company at a not-to-exceed total contract sum of $5,310,000 total for the initial three-year term of the agreement ($1,770,000 annually), with specified further service increases authorized subject to City Manager approval and execution of a contract amendment if the service increase within the limits specified is deemed to be needed (Exhibit No. 1) ("Agreement"); and

2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney; and
3. WAIVE further reading and ADOPT Resolution No. 21-113, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICES DIVISION, PROPOSITION A AND PROPOSITION C FUNDS."

ACTION: It was moved to approve staff recommendations on motion of Dear, seconded by Hilton.

During discussion of the motion, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear offered a friendly amendment to the motion and requested staff to meet with Torrance Transit which was accepted by the seconder of the motion.

The motion, as amended, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 38. 2021-647 CONSIDER AWARD AND APPROVAL OF CONTRACT SERVICES AGREEMENT WITH RSG, INC. FOR POST-REDEVELOPMENT DISSOLUTION SERVICES (SUCCESSOR AGENCY)

Recommendation: TAKE the following actions:
1. AWARD and APPROVE the contract services agreement with RSG, Inc. to provide post-redevelopment dissolution services for a not-to-exceed contract sum of $297,775 through June 30, 2026.
2. AUTHORIZE the Agency Chair to execute the agreement following approval as to form by the Agency Counsel.

ACTION: Item No. 38 was approved on Consent.

Item No. 39. 2021-654 CONSIDER REJECTION OF BID FOR PROJECT NO. 1665: 189TH STREET PEDESTRIAN BRIDGE REPAIR (CITY COUNCIL)

Recommendation: Take the following actions:
1. REJECT the bid received for Project No. 1665 - 189th Street Pedestrian Bridge Repair.
2. AUTHORIZE staff to re-advertise in an effort to receive more competitive and responsive bids.

ACTION: Item No. 39 was approved on Consent.

Item No. 40. 2021-667 CONSIDER RESOLUTION NO. 21-114 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHT OF WAY CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF CARSON AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR TEMPORARY USE OF A PORTION OF CITY PROPERTY ON E. 223RD STREET (APN: 7315-012-900) FOR TEMPORARY STORAGE OF EQUIPMENT AND CONSTRUCTION ACCESS EASEMENT TO RETROFIT THE ADJACENT DOLORES YARD OVERHEAD BRIDGE PROJECT (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 21-114, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO RIGHT OF WAY CONTRACT AGREEMENT BETWEEN THE CITY OF CARSON AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR STORAGE AND CONSTRUCTION EASEMENTS OF A PORTION OF CITY-OWNED REAL PROPERTY LOCATED ON E. 223RD STREET (APN 7315-012-900)"

ACTION: Item No. 40 was approved on Consent.

Item No. 41. 2021-658 CONSIDER AUTHORIZATION TO EXPEND ADDITIONAL CONSTRUCTION CONTINGENCY FOR PROJECT NO. 1422 BROADWAY INTERSECTION IMPROVEMENTS - TRAFFIC SIGNAL MODIFICATIONS (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. AUTHORIZE additional contingency funds in the amount of $90,000.00 to cover pending change orders, other additional work, and other unforeseen construction work that may be required to complete Project No. 1422: Broadway Intersection Improvements - Traffic Signal Modifications.
2. APPROPRIATE funds in the amount of $90,000.00 from the Measure M and Measure R funds balance to augment the amount currently budgeted for Project No. 1422 - Broadway Intersection Improvements - Traffic Signal Modifications.
3. ADOPT Resolution No. 21-111, "A Resolution of the City Council of the City of Carson amending the fiscal year 2021-22 budget in the Special Revenue Funds."

ACTION: Item No. 41 was approved on Consent.

Item No. 42. 2021-685 CONSIDER APPROVAL OF A UTILITY RELOCATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CARSON AND METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (MWD) FOR THE COSTS OF RELOCATING MWD'S UTILITY EQUIPMENT (CITY COUNCIL)

Recommendation: 1. APPROVE the Utility Relocation and Reimbursement Agreement between the City of Carson and Metropolitan Water District of Southern California for the costs of relocating MWD's utility equipment.
2. AUTHORIZE the Mayor to execute the Utility Relocation and Reimbursement Agreement between the City of Carson and Metropolitan Water District of Southern California, following approval by the City Attorney.

ACTION: Item No. 42 was approved on Consent.

Item No. 43. 2021-659 CONSIDER APPROVING A MEASURE M FUNDING AGREEMENT (MULTI-YEAR SUBREGIONAL PROGRAMS) BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF CARSON FOR PROJECT NO. 1687: CARSON STREET INTELLIGENT TRANSPORTATION SYSTEM ("ITS") COMMUNICATIONS PROJECT FROM FIGUEROA STREET TO I-405 NORTHBOUND RAMPS, LACMTA PROJECT # MM5507.02, FTIP # LA9919028 (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. APPROVE the Funding Agreement with Los Angeles County Metropolitan Transportation Authority granting $700,000 to the City of Carson to cover the estimated project cost.
2. AUTHORIZE the City Manager to execute the Funding Agreement following approval as to form by the City Attorney.

ACTION: Item No. 43 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (None)

DISCUSSION: (Items 44-48)

Item No. 44. 2021-640 COVID-19 UPDATE (CITY COUNCIL)

Item No. 44 was heard after Item No. 37.

Recommendation: DISCUSS and PROVIDE any further direction.

ACTION: Presentations were made and discussion was held as follows:

Emergency Services Manager Raymond Cheung gave a PowerPoint presentation on Trends of COVID-19, overview of the Disaster Council meeting held on August 26, 2021, FDA Approval of Pfizer Vaccine, Health Order on August 19, 2021, and Health Order on August 23, 2021.

Director Lennox gave a PowerPoint presentation on Youth Sports Health Order effective September 1, 2021.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if Director Lennox can look into instant COVID-19 test results. City Manager Landers responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if the Zoom meeting will expire at the end of the month and if any update from the Governor's Office. City Manager Landers stated she asked Jason Gonsalves for an update and will make a determination after the September 14, 2021 Recall Election.

Director Moseley gave a report on the percentage of employees who are vaccinated versus unvaccinated by tracking through the vaccination certification form.

Item No. 45. 2021-636 CONSIDER INTRODUCTION OF ORDINANCE NO. 21-2118, ADDING CHAPTER 11 (TEMPORARY EVENTS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATORY PERMIT PROCESS FOR TEMPORARY EVENTS (CITY COUNCIL)

Director Lennox gave a PowerPoint presentation on Temporary Events Ordinance.

Assistant City/Agency/Authority Attorney Ben Jones offered comments.

City/Agency/Authority Attorney Soltani suggested to add a sentence at the end of “City-sponsored events” to state, “and for the sake of clarity, every single city event that has been budgeted for on the city’s budget annually is a city-sponsored event”. Mayor and City Council were in consensus with the language as stated by City/Agency/Authority Attorney Soltani which will be added before the second reading of Ordinance No. 21-2118.

Director Lennox continued with his PowerPoint presentation.

Recommendation: 1. INTRODUCE and READ by title only, and waive further reading, Ordinance No. 21-2118, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11(TEMPORARY EVENTS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATRORY PERMIT PROCESS FOR TEMPORARY EVENTS."

ACTION: It was moved to waive further reading and introduce Ordinance No. 21-2118 on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council

Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 46. 2021-649 CONSIDER OPTIONS FOR FORMATION OF A DIVERSITY, EQUITY, AND INCLUSION COMMITTEE AND PROVIDE DIRECTION TO STAFF AND THE CITY ATTORNEY'S OFFICE (CITY COUNCIL)

City/Agency/Authority Attorney Soltani gave a report on Diversity, Equity, and Inclusion.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes exited the meeting.)

Yecenia Vargas, Associate with the City Attorney's Office, gave a PowerPoint presentation on Forming a Diversity, Equity, and Inclusion Committee.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes rejoined the meeting.)

Recommendation: TAKE the following actions:
1. Receive and file this report.
2. Provide direction to staff regarding what process to follow for forming a Diversity, Equity, and Inclusion Committee.

ACTION: It was moved to establish a Diversity, Equity and Inclusion Ad Hoc Committee consisting of Mayor Davis-Holmes and Council Member Hilton on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear
Abstain: None
Absent: None

Item No. 47. 2021-677 CONSIDER AWARDING AN AGREEMENT FOR CONTRACT SERVICES FOR THE PROVISION OF INDEPENDENT, THIRD-PARTY INVESTIGATION SERVICES WITH RESPECT TO CERTAIN EMPLOYMENT MATTERS (CITY COUNCIL)

City/Agency/Authority Attorney Soltai gave an overview of the item.

Recommendation: TAKE the following actions:
1. SELECT the law firm to conduct the workplace investigation.
2. APPROVE the applicable proposed Contract Service Agreement for provision of independent, third-party employment investigation services with said law firm (Exhibit 2 or Exhibit 3).
3. AUTHORIZE the Mayor to execute the applicable Agreement

after approval as to form by the City Attorney.

ACTION: It was moved to 1) Approve the applicable proposed Contract Service Agreement for provision of independent, third-party employment investigation services with Oppenheimer Investigations Group, LLP and 2) Authorize the Mayor to execute the applicable Agreement after approval as to form by the City Attorney on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 48. 2021-657 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Harriett Russ to the regular member vacant position on the Human Relations Commission.

Parks, Recreation, and Cultural Arts Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Clarence Dunning to the regular vacant position, thereby, creating a vacancy of the Alternate 3 position on the Parks, Recreation, and Cultural Arts Commission.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes vacated Silvia Cruz on the Measure C and Measure K Budget Oversight Committee.

ACTION: It was moved to ratify the Mayor's appointments on the Human Relations Commission and the Parks, Recreation, and Cultural Arts Commission on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

It was moved to complete the Council agenda tonight before 12:00 midnight on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING: (None)

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following Memorial Adjournment Requests:

Jeri Elizabeth Cockrell Virgil
Lena McCall Watts
Barbara Castro Ramirez
Michael Kenneth Williams
Teodoro De La Paz

Council Member/Agency Member/Authority Board Member Hilton requested to add Sam Bam Cunningham to the Memorial Adjournment Requests and gave a prayer.

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

This item was heard during the Oral Communications For Matters Listed On The Agenda (Members of the Public) portion of the meeting.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to place on a future agenda an ordinance to rescind the amendment requiring a 2/3 vote to add items to the agenda. Mayor/Agency Chairman/Authority Chairman Davis-Holmes responded no to his request.

ORAL COMMUNICATIONS (COUNCIL MEMBERS) – None.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)
City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS INTO CLOSED SESSION
The meeting was recessed at 10:12 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 10:45 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 3
No reportable action was taken.

Closed Session Item No. 5
No reportable action was taken.

Closed Session Item No. 8
No reportable action was taken.

It was moved to adjourn the meeting on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes:	Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes:	None
Abstain:	None
Absent:	None

ADJOURNMENT
The meeting was adjourned at 10:45 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk/Chief Deputy Agency Secretary/
Chief Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 21, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary John W. Carroll, Sr. noted the roll:

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-676 PASTOR ED LALAU, CARSON SAMOAN ASSEMBLY OF GOD – Not present

Council Member/Agency Member/Authority Board Member Hilton gave the invocation.

CLOSED SESSION (Items 2-5)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City Manager Landers announced the Closed Session items.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:14 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-714 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows:
CAM-CARSON, LLC, a Delaware limited liability company, Plaintiff, v. CARSON RECLAMATION AUTHORITY, a California joint powers authority; the CITY OF CARSON, CALIFORNIA, a municipal corporation; RE | SOLUTIONS, LLC., a Colorado limited liability company; and DOES 1 through 50, inclusive, Defendants, Case Number 20STCV16461, Superior Court.

ACTION: No reportable action was taken.

Item No. 3. 2021-728 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
Carter-Spencer Enterprises, LLC v. City of Carson, et al., Los Angeles Superior Court Case No. 21STCP02987.

ACTION: No reportable action was taken.

Item No. 4. 2021-730 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: The City Council authorized litigation by City of Carson against Carter-Spencer Enterprises LLC.

Item No. 5. 2021-642 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-690 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Captain Jones reported/announced the following:

- Station celebrated its 47th anniversary; broke ground September 16, 1974
- Met with other city leaders at the Educational Summit
- Driving under the influence (DUI) Checkpoint held Friday, September 10, 2021
- Continued meetings with Emergency Services Manager Raymond Cheung and staff for planning and ready Carson alert meetings
- Participating in the Leaders of Preparedness Academy Crime Prevention Discussion on September 22, 2021, at the Carson Community Center
- Participating in the Block Captain Appreciation event on Saturday, 25, 2021
- Carson Coffee with the Station on Tuesday, September 28, 2021
- Contact the Community Relations Office for information
- Deputies continue to patrol neighborhoods
- Felt earthquake last week and reminded everyone on the importance of being prepared – secure your hazardous and movable items, strap water heater, etc. to avoid catastrophe and minimize damage; identify location of your gas and water shut off valves and have proper tool (wrench) nearby; have a disaster plan; organize and check disaster supplies and important documents

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear complimented the Sheriff Department for their quick response during the earthquake.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Captain Jones and the Sergeant who was Acting Captain and for his leadership while he and the Mayor were away at

a conference.

Council Member/Agency Member/Authority Board Member Hilton spoke about an incident that occurred at Stevenson Park with kids at the park. Residents were upset with the response time and asked Captain Jones to explain why the response time took the time that it did. Council Member/Agency Member/Authority Board Member Hilton stated he would like to work with the city to provide counseling for the children having questions. Captain Jones gave an overview of the incident that occurred and his Deputies response to the incident.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Manager to identify the kids who were at the park to offer them counseling. Captain Jones stated he would like to join in the counseling with the parents and children. City Manager Landers responded in the affirmative.

Council Member/Agency Member/Authority Board Member Hicks thanked Captain Jones for their response during the earthquake. He reported individuals speeding at high speeds along University Drive between Avalon Boulevard and Wilmington Avenue. There were crashes of hitting the control box and recently a power pole causing issues with AT&T. City Manager to contact Southern California Edison to repair expeditiously. He suggested more traffic lights on University Drive to curtail speed of traffic which has been going on for some time and inquired about the status of the speed apparatus. Captain Jones responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hicks reported street takeovers that are still occurring on Dominguez Street and Santa Fe Avenue. He asked the City Manager to look into cameras at intersections and hotspots. He also reported there are a lot of abandoned vehicles at Matcool Street and Sepulveda Boulevard at the 405 Freeway underpass location. Captain Jones stated he would look into the abandoned vehicles.

Item No. 7. 2021-670 REPORT FROM CHIEF BENNETT, LOS ANGELES COUNTY FIRE DEPARTMENT

Chief Brian Bennett introduced himself stepping in for Chief Scott Hale who will be retiring after 35 years of service. He gave a report through August for run totals and response times. He spoke about the recent earthquake, surveyed the district, and found no major infrastructure damage. Preparation is key.

Chief Bennett stated he visited City Hall to pick up the clocks to be presented for the Baby Maddy Run. He stated local firefighters responded to a near drowning of Maddy. He thanked the city for the recognition and accolades on behalf of all the firefighters who were on the rescue call. He stated he would personally present the clocks to each of the six firefighters who were on the call.

Mayor and City Council thanked the Fire Department for the service they provide to the Carson area and saving Maddy's life a few weeks ago.

City Manager Landers acknowledged Chief Scott Hale's upcoming retirement and will invite him to a future City Council meeting.

Council Member/Agency Member/Authority Board Member Hicks asked about the fundraiser for Fill the Boot. Chief Bennet responded the fundraiser is usually held in February and decided not

to go forward in 2021 and will possibly be held in February of 2022.

PRESENTATIONS

Item No. 8. 2021-718 PRESENTATION ON THE SOUTH BAY FIBER NETWORK BY JACKI BACHARACH OF SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

Item No. 8 was heard after Item No. 26.

Jacki Bacharach of South Bay Cities Council of Governments (SBCCOG) gave an overview of South Bay Fiber Network.

Council Member/Agency Member/Authority Board Member Hicks stated he is a delegate (Vice Chair) for the SBCCOG. He thanked Jacki Bacharach for bringing the South Bay Fiber Network to the South Bay Area which includes the City of Carson.

Mayor and City Council offered comments in support of the item.

Item No. 9. 2021-729 LEGISLATIVE UPDATE FROM THE OFFICE OF ASSEMBLYMEMBER MIKE A. GIPSON

Moises “Jun” Aglipay, representative from the Office of Assemblymember Mike A. Gipson, gave a legislative update as follows:

- Assembly Bill (AB) 490 – Angelo’s Law
- AB 958 – Ban Law Enforcement Gangs
- AB 342 – Eliminating Cost Sharing for Colonoscopy
- $3 million towards Carriage Crest Park forthcoming to the City of Carson for improvements in existing facilities and renovations of the recreational building
- Additional $3 million forthcoming to the City of Carson
- $10 million for Martin Luther King, Jr. Community Hospital
- $50 million for Charles R. Drew University of Medicine and science of infrastructure development
- $1.5 billion for the new Educator Effectiveness Block Grant Program to support teacher and staff professional development
- AB 520 – Diversifying the Teacher Workforce
- Five pending assembly bills
- September is National Suicide Prevention Month, event on Saturday, September 25, 2024, from 10:00 A.M. to 1:00 P.M., at East Rancho Dominguez Park, 15116 Atlantic Avenue, East Compton, California
- Vacs to Pack Event this past weekend
- Next Vacs to Pack Event in October
- Virtual Town Hall Meeting last week
- Contact office at (310) 324-6408 or website a65.asmdc.org

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she will be working on a wish list with the City Manager and staff for Assemblymember Gipson.

Mayor and City Council thanked Moises “Jun” Aglipay for his presentation. They also thanked and applauded Assemblymember Gipson for his work and providing funds to the City of Carson.

Item No. 10. 2021-671 RECOGNITION FOR CARSON SCHOOL TEACHERS FOR WINNING THE SHELL SCIENCE LAB REGIONAL CHALLENGE: MATTHEW MEDRANO (CARSON HIGH SCHOOL), DAN BONN (TOWNE AVENUE ELEMENTARY SCHOOL), AND BRENDAN LEYDEN (ANDREW CARNEGIE MIDDLE SCHOOL)

Item No. 10 was heard after Item No. 7.

Superintendent Michael Romero acknowledged his presence.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged and presented a Certificate of Recognition to Matthew Medrano from Carson High School, Dan Bonn from Towne Avenue Elementary School, and Brendan Leyden from Andrew Carnegie Middle School, for winning the Shell Science Lab Regional Challenge.

Superintendent Michael Romero thanked Mayor Davis-Holmes, Mayor Pro Tem Dear, and Council Member Hicks for their leadership and support of the youth and schools. He introduced the winning exemplar teachers: Daniel Bonn, Brendan Leyden, and Matthew Medrano. He introduced Dr. Afia Hemphill, Carson community School Administrator with the Los Angeles Unified School District (LAUSD). She offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the schools won $15,000.00.

Item No. 11. 2021-107 PROCLAMATION RECOGNIZING SEPTEMBER 15 THROUGH OCTOBER 15 AS HISPANIC HERITAGE MONTH

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation and presented it to Commissioner Freddie Gomez who accepted with words of gratitude.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he was unaware of the event held last Saturday at Foisia Park and would have attended if he had known.

Council Member/Agency Member/Authority Board Member Hilton echoed the sentiment of Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear.

Item No. 12. 2021-723 GOVERNMENT CONTACT INFORMATION FOR RESIDENTS AND COMMUNITY MEMBERS

Director Naaseh gave a PowerPoint presentation on Aircraft Noise Concerns and Odor Concerns.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about vehicles that release smoke should be cited. Director Naaseh responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hicks thanked staff for the item and encouraged residents to report aircraft noise at 562-570-2665 and to report strong odor at 1-800-288-7664.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to include the contact numbers in the Recreation Guide publication to the residents. City Manager Landers responded in the affirmative.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following comments that were submitted electronically:

Kay Campbell - Item No. 26
Asked the City Council to enlighten the community if the Emergency Operations Plan will include how plans/communication flows between the Sheriff's Station, the local Fire Department and City Hall once a local emergency (such as fire or earthquake) is declared?

City Manager Landers noted Kay Campbell's request has been addressed by staff.

Ricardo Pulido, Environmentalist/Commissioner/Long time Carson Homeowner - Item No. 11
Reminded Mayor Lula Davis-Holmes that when Hispanic Heritage Month is celebrated to not "politicize" and turn celebration into an illegal political event clearly in violation of the Fair Political Practices Commission (FPPC) laws and Carson Code of Ethics. No political propaganda can be handed out on public property; stated he witnessed and has evidence of Freddie Gomez and his team illegally handing out to him and the audience a green political brochure at Foisia Park on September 18, 2021. He requested the City Attorney, the City Clerk's office, and the City Council to investigate this violation by the next City Council Meeting. He stated Freddie Gomez does not deserve the proclamation.

Ricardo Pulido, Environmentalist/Commissioner/Long time Carson Homeowner/Community Advocate - Item No. 18
Need to include community residents, pillars of the community, stakeholders, and not continue to Gerrymander any Carson districts; must have open townhall meetings, zoom meetings, and community surveys with responses that must be presented from the community that will include input and best representation that will have true, fair, and honest representation for Carson. The Ad-hoc Committee needs to be ethnically diverse, equitable, and inclusive; appoint more residents now.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted staff will be hosting several community meetings regarding redistricting.

Ricardo Pulido, Commissioner/Homeowner over 35 years - Item No. 19
Requested a comprehensive review and evaluation of the Public Works Office. What is Director Eliza Jane Whitman and her team currently working on for all, i.e., street slurries, tree trimming,

identifying safe infrastructure plan, curb, and sidewalk repairs? The city is top heavy and needs more union rank and file workers from the city (residents) who can get the job done. Do not hire and outsource any more work to consultants/contractors.

Ricardo Pulido, Activist - Item No. 22
City needs to extend and expand the tree trimming services in Carson; need to create jobs for youth to be trained and paid part-time and full-time in landscaping, gardening, planting Carson trees and beautify Carson; need to reactivate the Environmental Commission to plan a fair and inclusive Beautification Public Arts Project for all of Carson.

Liz Foisia - Non Agenda Item
Inquired if the City sponsored the Hispanic Heritage Month Celebration at Foisia Park on Saturday, September 18, 2021. If so, did the City also sponsor the candidacy of Freddie Gomez who is running for the City Council seat in District 4? There was a definite appearance of City Council endorsement for Mr. Gomez who had free rein to campaign at the Hispanic Heritage Month Celebration at Foisia Park. Especially since there was public notice for this event distributed by the City with the entire City Council photos on the notice; referred to the Mayor's behavior at the September 7, 2021 City Council meeting violating the Council Rules of Decorum despite the City Attorney's attempt to intervene the Mayor Pro Tem's and Mayor's comments to each other.

Natalie B. – Non Agenda Item
Offered comments regarding the Mayor condoning the behavior of the City Manager and Director of Human Resources

Carlos Garcia, Resident of District 4 - Non Agenda Item
Offered comments regarding the Mayor's support of candidate Freddie Gomez

Diwa Aquino – Non Agenda Item
Asked for assistance from Mayor Davis-Holmes, Council Member Hilton, and Council Member Hicks

Darnell Thomas - Non Agenda Item
Offered comments regarding the Mayor's support of candidate Freddie Gomez

Lupita Arozco – Non Agenda Item
Asked why the City hasn't acknowledged Hispanic Heritage month; we will fight and defend our rights to be recognized as part of this wonderful community by those who truly represent the Latino people.

Linda Rondstadt – Non Agenda Item
Offered comments regarding the Mayor, City Manager, and Director of Human Resources and asked Council Member Hicks to not allow discrimination and bullying in the City.

APPROVAL OF MINUTES:

Item No. 13. 2021-711 APPROVAL OF THE FEBRUARY 2, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES; AND FEBRUARY 4, 2021 CITY

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 14-22)

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Dear.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 22 for discussion.

The motion to approve Consent Items No. 14-22, except Item No. 22, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 14. 2021-715 Resolution No. 21-123, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,276,995.66, DEMAND CHECK NUMBERS 159437 THROUGH 159635

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-716 Resolution No. 21-08-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $44,323.75, DEMAND CHECK NUMBERS HA-001863 through HA-001867

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-717 Resolution No. 21-08-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND

DEMANDS IN THE AMOUNT OF $18,123.40, DEMAND CHECK NUMBERS SA-001834 THROUGH SA-001835

ACTION: Item No.16 was approved on Consent.

Item No. 17. 2021-633 FISCAL YEAR 2020-2021 YEAR-END CONTINUING APPROPRIATIONS (CITY COUNCIL)

Recommendation: Waive further reading and adopt:
1. RESOLUTION NO. 21-106, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2021-2022; and
2. RESOLUTION NO. 21-107, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2020-2021.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-703 CONSIDER AN UPDATE FROM CITY COUNCIL REDISTRICTING AD HOC SUBCOMMITTEE (CITY COUNCIL)

Recommendation: RECEIVE AND FILE.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-695 CONSIDER RESOLUTION NO. 21-120 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTINGSTRUCTURE OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution NO. 21-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTING STRUCTURE OF THE PUBLIC WORKS DEPARTMENT".

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-696 CONSIDERATION OF RESOLUTION NO. 21-108,AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-108, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED

JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER."

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-722 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR PROJECT NO. 1655: CARSON STREET PAVEMENT REHABILITATION AND CONCRETE REPLACEMENT PROJECT FROM RECREATION ROAD TO SANTA FE AVENUE AND CONSIDER RESOLUTION NO. 21-124: "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1655: Carson Street Rehabilitation from Recreation Road to Santa Fe Avenue, in the amount of $2,434,000.00, to the lowest responsive and responsible bidder, Hardy & Harper, Inc.
2. AUTHORIZE the expenditure of construction contingencies in the amount of $365,100.00 (15%) for any unforeseen construction work such as substructure conflicts, contaminated soil removal and disposal, material testing, and other work that may be necessary to complete this project.
3. WAIVE further reading and ADOPT Resolution No. 21-124: "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS," appropriating $753,744.00 from the unassigned SB-1 fund balance to augment the current amount budgeted for Project No. 1655: Carson Street Rehabilitation from Recreation Road to Santa Fe Avenue (Exhibit No. 3).
4. AUTHORIZE the Mayor to execute the Construction Contract and the Resolution following approval as to form by the City Attorney.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-727 CONSIDER APPROVAL OF AMENDMENT NO. 2,TIME EXTENSION, TO THE AGREEMENT (18-097) WITH WEST COAST ARBORIST, INC., FOR TREE MAINTENANCE SERVICES TO THE CITY (CITY COUNCIL)

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

Director Whitman gave a report.

Council Member/Agency Member/Authority Board Member Hicks stated when this item is brought back through the request for proposals (RFP) process, if staff can look at separating more than just one team working on the trees because it has been too many years of deferred maintenance. Director Whitman responded to his inquiry.

Recommendation: Take the following actions:
1. APPROVE Amendment No. 2 to Agreement 18-097 with West Coast Arborist, Inc. to provide tree maintenance services for the period of October 1, 2021 through November 30, 2021; and
2. AUTHORIZE the Mayor to execute the amendment following approval as to form by the City Attorney (Exhibit No. 1).

ACTION: It was moved to approve staff recommendations on motion of Hicks, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY: (Items 23-24)

Item No. 23. 2021-645 PUBLIC HEARING TO ORDINANCE NO. ~~188-2021~~ 21-2120, AMENDING CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, MODIFYING DEVELOPMENT STANDARDS AND PROCEDURES FOR SITE PLAN REVIEW AND DESIGN REVIEW (CITY COUNCIL)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. noted correction to the ordinance number as Ordinance No. 21-2120.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes also noted ordinance number to be corrected in the staff recommendation as well with no objection heard.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 8:15 P.M.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. gave the Public Hearing Report. He presented the following comment that was submitted electronically:

<u>Ricardo Pulido, Commissioner/Homeowner/Gulf Avenue Block Captain - Item No. 23</u>
Asked if staff is following State law on the new modifications for Additional Dwelling Units (ADU) residents, commercial, RS, RA, RM Zoning laws? Do we really want to give that much authority to a Director to make the final decisions on residential and commercial development? This

approval would bypass the Planning Commission process. City Council think about long term ramifications to residents? We need more study on this issue, state law needs to be addressed, and the ordinance has flaws in its explanations to the community.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing at 8:17 P.M.

Planning Manager Alvie Betancourt gave a PowerPoint presentation of the Zone Text Amendment Ordinance No. 21-2120.

Council Member/Agency Member/Authority Board Member Hilton inquired if staff has taken Senate Bill 9 (SB 9) into consideration for this item. Planning Manager Alvie Betancourt responded to his inquiry.

City/Agency/Authority Attorney Soltani offered comments regarding SB 9.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested her colleagues to direct staff to bring this item back to the Planning Commission.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked when the item was approved by the Planning Commission before or after SB 9. Planning Manager Alvie Betancourt responded to his question.

Director Naaseh requested clear direction on what to present to the Planning Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to revisit 9121, 9126.11, 9163.1 (confusion about commercial and residential), and 91723.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the issue of the walls not being chain linked is a good improvement and staff should not approve any new chain link fences in residential areas and on main thoroughfares in the city.

Discussion ensued regarding development standards and procedures.

Recommendation:

1. OPEN the Public Hearing.
2. TAKE public testimony.
3. CLOSE the Public Hearing.
4. CONSIDER introduction, for first reading by title only and with full reading waived, of "ORDINANCE NO. ~~188-2021~~ 21-2120, AMENDING CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, MODIFYING DEVELOPMENT STANDARDS AND PROCEDURES FOR SITE PLAN REVIEW AND DESIGN REVIEW" (Exhibit 1).

ACTION: It was moved to refer the item back to the Planning Commission to vote separately on each of the standards on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 24. 2021-719 PUBLIC HEARING ON 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM (CITY COUNCIL)

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

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. gave the Public Hearing Report.

There being no public testimony, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing.

Director Naaseh gave a report.

Recommendation:
1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.
2. APPROVE the final version of the Consolidated Annual Performance and Evaluation Report (CAPER) and DIRECT staff to submit the CAPER to HUD by the required deadline of September 28, 2021.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

DISCUSSION: (Items 25 -27)

Item No. 25. 2021-691 COVID-19 UPDATE (CITY COUNCIL)

Emergency Services Manager Raymond Cheung gave a PowerPoint presentation on Trends of COVID-19, Health Order on 9/17/21, and Assembly Bill 361 (AB 361).

Discussion ensued regarding AB 361.

Recommendation: 1. APPROVE staff recommendation to activate the Human Relations Commission in October 2021.
2. DISCUSS and PROVIDE any further direction.

ACTION: It was moved to reactive the Human Relations Commission in October 2021 on motion of Dear, seconded by Davis-Holmes.

During discussion of the motion, Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to notify the Human Relations Commissioners of the City Council's action with no objection heard.

The motion was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Emergency Services Manager Raymond Cheung continued with the PowerPoint presentation on free COVID-19 Vaccine Clinic.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the COVID-19 booster vaccinations. Emergency Services Manager Raymond Cheung responded to his inquiry. City Manager Landers offered comments regarding the COVID-19 booster vaccinations.

Council Member/Agency Member/Authority Board Member Hicks inquired about COVID-19 vaccination for ages 5 to 11. Emergency Services Manager Raymond Cheung responded to his inquiry.

Director Lennox gave a PowerPoint presentation on Community Services – COVID testing.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reminded staff to review the Brown Act, guidelines, etc. with the commissioners, committee, and board members. She also requested staff to assign a representative of each commission, committee, and board to give a progress report of their respective commission, committee, or board at a future City Council meeting.

Item No. 26. 2021-618 CONSIDER ADOPTION OF THE CITY OF CARSON EMERGENCY OPERATIONS PLAN (CITY COUNCIL)

Item No. 26 was heard after Item No. 10.

Emergency Services Manager Raymond Cheung thanked Chief Bennett and Captain Jones for their assistance with the earthquake last Friday and gave a PowerPoint presentation of the

incident. He thanked the Emergency Operations Center Team for activating the center and working to assist the citizens of Carson. He also gave a PowerPoint presentation of the Emergency Operations Plan.

Mayor and City Council thanked Emergency Services Manager Raymond Cheung and the Emergency Operations Center Team.

Mayor, City Council, Captain Jones, and Chief Bennett offered comments in support of the item.

Recommendation: TAKE the following actions:
1. ADOPT the City of Carson Emergency Operations Plan

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 27. 2021-710 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCILSUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Item No. 27 was heard after Item No. 25.

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations 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:

<u>Relocation Appeals Board</u>

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Matthew Arnold to the

Relocation Appeals Board. She will provide his contact information to the City Clerk's Office.

It was moved to ratify the Mayor's appointment on the Relocation Appeals Board on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING: (Item 28)

Item No. 28. 2021-693 ORDINANCE NO. 21-2118: ADOPTION OF ANORDINANCE ADDING CHAPTER 11 (TEMPORARY EVENTS) TO ARTICLE III (PUBLICSAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATORY PERMIT PROCESS FOR TEMPORARY EVENTS (CITY COUNCIL)

Recommendation: CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 21-2118, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 (TEMPORARY EVENTS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATORY PERMIT PROCESS FOR TEMPORARY EVENTS."

ACTION: It was moved to adopt Ordinance No. 21-2118, as read by title only, on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following Memorial Adjournment Requests:

Betty Karnette
Melvin Craig
Helen Ervin
Maxine C. Kemp

Manuel Miramontes

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

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

This item was heard during the Oral Communications For Matters Listed On The Agenda (Members of the Public) portion of the meeting.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to bring back an ordinance to rescind the amendment that requires a super majority of 2/3 to add items to the agenda by City Council.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks thanked everyone who attended the Prostate Cancer Walk on Saturday at California State University Dominguez Hills (CSUDH). He thanked Cal Water and West Basin Municipal Water for their support through Director Williams. He also thanked Alonso Williams who assisted in hosting the first Prostate Cancer Walk in the City of Carson.

Council Member/Agency Member/Authority Board Member Hilton informed the residents who lost power Sunday night and yesterday that he contacted Southern California Edison and apologized for the delay they experienced.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested a zoning ordinance to create a mobilehome park zone in the City of Carson.

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

- Jazz Festival on October 2, 2021
- Women's Conference
- Requested staff to prepare flyers at least 30 days before an event, provide copies to the Mayor and City Council, and post on the City website
- Council Member/Agency Member/Authority Board Member Hicks is on the Executive Board for Contract Cities
- Emailed the City Manager a web link regarding SB 9

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT
The meeting was adjourned at 9:18 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk/Chief Deputy Agency Secretary/
Chief Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
OCTOBER 5, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary John W. Carroll, Sr. noted the roll:

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-743 PASTOR RUDY ABROT, BETHEL BAPTIST CHURCH

Pastor Rudy Abrot gave the invocation.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to display the call-in number on the screen for real time public comments while the Mayor and City Council are in Closed Session. Information Technology Manager Kevin Kennedy responded in the affirmative. Also, she requested Information Technology Manager Kevin Kennedy to note at the bottom of the comments that non-agendized items will be heard at the conclusion of the City Council meeting.

CLOSED SESSION (Items 2-4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

City/Agency/Authority Attorney Soltani requested to add a subsequent need item to the agenda pursuant to Government Code Section 54956.9 for the City Council to consider whether they would like to initiate litigation in one case. The matter has come to the attention of the City Attorney after the posting of the agenda and it cannot wait until the next agenda.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked about the litigation. City/Agency/Authority Attorney Soltani responded the litigation is about a violation of the City's Municipal Code that has very adverse community impacts and if the City Council waits for two weeks it could have adverse community impacts. The Mayor and City Council stated they have no objection adding the item to the agenda this evening.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:12 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:33 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-746 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: No reportable action was taken.

Item No. 3. 2021-665 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken but the item is not completed and will be taken up later in the meeting.

At 9:54 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-745 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
Thompson v. City of Carson; LASC Case No. 20STCV21039.

ACTION: No reportable action was taken.

Item No. 4A. 2021-745 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9 because there is a significant exposure to litigation in one case.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 5. 2021-735 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Captain Jones reported/announced the following:

- Carson Cares Essay Contest; last week awarded first place winner with a certificate and gift cards; young man was appreciative and happy from Rancho Dominguez
- Virtual Coffee with the Sheriff Station Zoom meeting went well last week; invited one of the Special Victims Bureau Detectives who joined in and shared information on Crimes Against Children shared by Special Victims
- Hoping to hold an in-person safe and socially distant in person meeting later this month; date and location to be confirmed

- Special Olympics Torch Run on October 20, 2021; 1.7 mile run to start at the Carson Sheriff Station; can walk, ride bike, roller blade or skateboard
- Discussed the large fire that occurred last Thursday in the northern area of the city; thanked the residents and businesses for their patience and cooperation; the Fire Department was able to safely stop the fire with everyone's support; thanked the partnerships from the City folks to Los Angeles County Public Works and the Red Cross who assisted with the successful outcome
- Conducted a street racers suppression operation Saturday before last and this past Friday, Saturday, and Sunday and shared results

Council Member/Agency Member/Authority Board Member Hilton thanked Captain Jones for all his hard work, responsiveness, and attentiveness to the community. He asked what caused the fire at the warehouse. Captain Jones responded the Los Angeles County Fire Department is still undergoing an investigation.

Council Member/Agency Member/Authority Board Member Hilton requested extra patrols at the 99 Cent Store shopping center on University Drive and Avalon Boulevard due to activities occurring in the parking lot.

Captain Jones informed City Manager Landers, Mayor, and City Council that they may be receiving calls from business owners regarding vehicles parking in the red zone at the shopping center.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked City Manager Landers for an update of the Sheriff substation in the shopping center area. City Manager Landers responded that staff is preparing for an item on the next agenda.

Council Member/Agency Member/Authority Board Member Hicks thanked Captain Jones for the sting operation on the street takeovers, particularly Dominguez Street and Santa Fe Avenue in the Presidential tract and two new locations on Carson Street and Vera Street and Carson Street and Martin Street.

Council Member/Agency Member/Authority Board Member Hicks inquired about the status of the speed reader machine and requested two be purchased for the north and south areas of Carson. Captain Jones responded he will follow up with Lieutenant Strong and his team and City Manager Landers responded in the affirmative.

Mayor and City Council thanked Captain Jones and his team for their work.

PRESENTATIONS

Item No. 6. 2021-531 PRESENTATION BY LOS ANGELES COUNTY ASSESSOR JEFF PRANG

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Jeff Prang, Los Angeles County Assessor, who gave a PowerPoint presentation on the 2020-2021 Assessment Roll, Property Value Growth, Market Update, Median Sales Price, Business Personal Property, pandemic impact on businesses, Proposition 19, Assessor's Website Redesign, Homeowners' Exemption, and Monthly Newsletter.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired how to receive the Homeowners' Exemption information to the residents. Jeff Prang responded to place a link on the City website that links to his webpage that will connect them to his office; include blurb in the City newsletter, email, social media, marketing, and local public access TV show. City of Lynwood and City of La Puente mailed a copy of the form to all the homeowners who are eligible who have not yet applied. He stated he can share the information.

City Manager Landers stated staff has been providing information on the Homeowners' Exemption and asked Jeff Prang to work with the city to identify the homeowners who qualify and have not been applying to contact them. Jeff Prang responded in the affirmative.

Discussion ensued regarding the property assessment in Carson.

Item No. 7. 2021-713 CASTRO-RAMIREZ MEMORIAL

City Manager Landers presented a video clip of photos taken by Barbara Castro-Ramirez for the City.

Item No. 8. 2021-109 PROCLAMATION RECOGNIZING OCTOBER AS FILIPINO-AMERICAN HISTORY MONTH

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation Recognizing October as Filipino-American History Month.

Oscar Ramos (Parks, Recreation, and Cultural Arts Commissioner) accepted the proclamation and offered words of gratitude.

Item No. 9. 2021-114 PROCLAMATION RECOGNIZING OCTOBER AS BULLYING PREVENTION MONTH

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the Proclamation Recognizing October as Bullying Prevention Month which he accepted on behalf of all the citizens and residents of the City of Carson including everyone present in this evening's meeting.

Item No. 10. 2021-116 PROCLAMATION RECOGNIZING OCTOBER 23-31, 2021 AS THE CITY OF CARSON'S 15th ANNUAL RED RIBBON WEEK

Council Member/Agency Member/Authority Board Member Hicks read the Proclamation Recognizing October 23-31, 2021 as the City of Carson's 15th Annual Red Ribbon Week.

Richard Bis, representative of Asian American Drug Abuse Program (AADAP), accepted the proclamation and offered words of gratitude.

Item No. 11. 2021-118 PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

Council Member/Agency Member/Authority Board Member Hilton read the Proclamation Recognizing October as Domestic Violence Awareness Month.

He acknowledged ADRP Intervention Services who offer counseling, insight, and understanding of domestic violence and thanked them for their work to assist those struggling with domestic violence. They are located at 649 E. Albertoni Street on the corner of Albertoni and Avalon Boulevard, Carson.

Item No. 12. 2021-119 PROCLAMATION RECOGNIZING OCTOBER 25TH AS LARRY ITLIONG DAY

Council Member/Agency Member/Authority Board Member Hicks read the Proclamation Recognizing October 25th as Larry Itliong Day.

Alex Cainglet (Parks, Recreation, and Cultural Arts Commissioner) accepted the proclamation with words of gratitude and introduced Fred Docdocil (Planning Commissioner). Fred Docdocil offered words of gratitude and invited everyone to the upcoming event on October 23, 2021, from 8:00 A.M. to 2:00 P.M. at Veterans Park.

Item No. 13. 2021-121 PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation Recognizing October as Breast Cancer Awareness Month. She invited all women to attend the virtual Women's Health Conference on October 15, 2021; log on the City website to participate; co-sponsored by the Women's Issues Commission.

Carolyn Foster (Chair of the Women's Issues Commission) accepted the proclamation, offered comments and words of gratitude. She announced the Women's Health Conference and Business Expo on October 15, 2021; tickets are available at $20.00 each.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The following individuals called in with their comments:

William Koons, Environmental Commissioner - Item No. 31
Thanked the Mayor and City Council for his appointment to the Environmental Commission; reported on an issue coming up on The South Coast Air Quality Management District (AQMD) agenda which is the AQMD Rule 1109.1 that requires the catalytic filtration units on the heaters and boilers in the refineries; requested reactivation of the Environmental Commission and meet via Zoom as soon as possible and train the commissioners to be able to host the Zoom meetings or meet in person and follow safety guidelines; and allow mail in and email for communication as another alternative until in person meetings

Kimberly Cortado – Item No. 23 and Item No. 25
Offered comments in support of the items

APPROVAL OF MINUTES:

Item No. 14. 2021-759 APPROVAL OF THE FEBRUARY 16, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 15-28)

It was moved to approve the Consent items on motion of Dear, seconded by Hilton.

City Manager Landers requested to move Item No. 26 to a later meeting with no objection heard.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Item No. 27 for discussion.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked staff for the Women's Issues Commission Report and the Parks and Recreation Commission Report. She requested to have the reports as one item at a future meeting and that a representative from each commission, committee and board give the report.

The motion to approve Consent Items No. 15-28, except Items No. 26 and 27, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 15. 2021-754 Resolution No. 21-127, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,015,740.30, DEMAND CHECK NUMBERS 159636 THROUGH 159810

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-734 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2021

Recommendation: RECEIVE and FILE.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-595 CONSIDER AN UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING (CITY COUNCIL)

Recommendation: Receive and File.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-742 CONSIDER APPROVAL OF FACILITIES USE AGREEMENT WITH LOS ANGELES COUNTY RELATED TO USE OF FIVE SITES AS VOTE CENTERS AND ONE SITE AS A CHECK-IN CENTER USED FOR NOVEMBER 2, 2021 SPECIAL MUNICIPAL ELECTIONS AND CORRESPONDING VOTE CENTER ELECTION PLANS AND CHECK-IN-CENTER PLAN (CITY COUNCIL)

Recommendation:
1. APPROVE Facilities Use Agreement with Los Angeles County Registrar-Recorder/County Clerk for use of City sites as vote centers and check-in center for November 2, 2021 special municipal elections for the following sites: Foisia Park (Gymnasium), Carson Civic Center (Carson Dominguez Room), Veterans Park (Gymnasium), Stevenson Park (Gymnasium), and Dominguez Park (Activity Room) for the vote centers, and five corresponding Vote Center Election Plans, and Carson Civic Center (east parking lot) for the check-in center, and one corresponding Check-in-Center Plan.
2. AUTHORIZE the City Manager to execute the agreement after approval as to form by the City Attorney, and to execute the Vote Center Election Plans and Check-in-Center Plan.
3. WAIVE site-related fees.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-748 CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE CITY'S LEGISLATIVE BODIES VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE BROWN ACT AS AMENDED BY ASSEMBLY BILL 361 (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)

Recommendation: TAKE the following actions:
1. ADOPT Resolution No. 21-132, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY, SUCCESSOR AGENCY AND HOUSING AUTHORITY VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361." (Exhibit No. 1).

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-738 CONSIDER AN INFORMATIONAL UPDATE ON CITY PROJECTS (CITY COUNCIL)

Recommendation: RECEIVE and FILE this informational report on various City projects.

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-739 CONSIDER AN INFORMATIONAL UPDATE FROM THE CITY OF CARSON WOMEN'S ISSUES COMMISSION (CITY COUNCIL)

Recommendation: RECEIVE and FILE this informational update from the Commission.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-747 CONSIDER RESOLUTION NO. 21-125 APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-125, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS."

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-650 CONSIDER APPROVING A PURCHASE AGREEMENT WITH STAGELINE MOBILE STAGE, INC. TO MANUFACTURE, FURNISH, AND DELIVER A SPECIAL EVENT MOBILE STAGE FOR THE CITY OF CARSON (CITY COUNCIL)

Recommendation: 1. APPROVE the proposed purchase agreement with Stageline Mobile Stage, Inc., for the purchase of a mobile stage and related equipment and services in an amount not-to-exceed $191,945.32. (Exhibit No. 3);
2. AUTHORIZE the Mayor to execute the proposed purchase agreement, following approval as to form by the City Attorney; and
3. APPROVE a contingency in the amount of $8,064.68 (for a total approved purchase of $200,000) for acquisition of any additional equipment or accessories related to the mobile stage as may be deemed necessary by the City Manager or designee, and AUTHORIZE the City Manager to approve and execute any further purchase agreement or amendment that may be deemed necessary by the Purchasing Manager to effectuate same, to the extent the City Manager does not already possess such authority pursuant to CMC 2600 et seq., and without limitation of such authority.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-740 CONSIDER AN UPDATE FROM THE PARKS, RECREATION, AND CULTURAL ARTS COMMISSION (CITY COUNCIL)

Recommendation: RECEIVE and FILE staff's update from the Parks, Recreation, and Cultural Arts Commission.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-757 CONSIDER APPROVING RESOLUTION NO. 21-131 AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE COMMUNITY SERVICES DEPARTMENT, RECREATION DIVISION FOR YOUTH SPORTS OPERATIONS (CITY COUNCIL)

Recommendation: 1. WAIVE further reading and ADOPT Resolution No. 21-131, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE COMMUNITY SERVICES DEPARTMENT, RECREATION DIVISION FOR YOUTH SPORTS OPERATIONS."

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-700 **CONSIDER RESOLUTION NO. 21-128, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR PLANNER (CITY COUNCIL)**

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-128, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR PLANNER."

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item with no objection head.

Item No. 27. 2021-701 **CONSIDER RESOLUTION NO. 21-129, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER (CITY COUNCIL)**

Item No. 27 was heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member Hilton requested to hold back Item No. 27 for clarity of the amended job classification specification and same for Item No. 26. City Manager Landers responded in the affirmative.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-129, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER."

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item with no objection head.

Item No. 28. 2021-750 **CONSIDER APPROVING A PURCHASING AND MAINTENANCE SERVICES AGREEMENT WITH MISSION CRITICAL INFORMATION SYSTEMS INC. (MCIS) FOR INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM, BDA AND MAINTENANCE SERVICE**

Recommendation: TAKE the following actions:
1. APPROVE the award of purchase order contract with MCIS for a Public Safety Interoperability Radio Solution and Carson City Hall Bi-Directional Amplifier Project for $133,525.18 and a 5-year maintenance services agreement for $79,550.00.
2. AUTHORIZE the Mayor to execute the agreement, following

approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (None)

DISCUSSION: (Items 29-31)

Item No. 29. 2021-736 COVID-19 UPDATE (CITY COUNCIL)

Item No. 29 was heard after Item No. 27.

Emergency Services Manager Raymond Cheung gave a PowerPoint presentation on Trends of COVID-19, CDC approves Pfizer Booster, City Hall Reopening, and City Council In-Person.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear suggested hybrid Council meetings with City Council in the Council Chambers and Zoom.

Council Member/Agency Member/Authority Board Member Hicks also suggested hybrid Council meetings with City Council in the Council Chambers and Zoom.

City Manager Landers spoke about the meeting spacing requirements, broadcast meetings and availability by Zoom.

Council Member/Agency Member/Authority Board Member Hilton stated everyone is using the hybrid model. He mentioned there is an election on November 2, 2021 and would normally have the City Council the day after an election that falls on the first Tuesday of the month. He suggested to use FaceBook to stream the City Council Meetings as another alternative to view the meetings. He inquired about the COVID-19 rapid testing that is going to be available on site at cost. Mayor/Agency Chairman/Authority Chairman Davis-Holmes responded individuals can be tested at the Carson Sheriff Station at no cost.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the City Council meetings are automatically moved to the next day following an election. Therefore, the first meeting in November will be November 3, 2021.

Mayor and City Council are in consensus of moving the November 3, 2021 City Council meeting to a hybrid model, residents/speakers gather at the Carson Community Center, staff and Council Members will be at the dais or in their offices.

Council Member/Agency Member/Authority Board Member Hilton asked the City Manager to explore other cities use of the hybrid model. City Manager Landers stated she would provide more details at the next City Council meeting.

Recommendation:
1. APPROVE Disaster Council recommendation to resume In-Person City Council Meetings in November subject to the monitoring of COVID-19 numbers for safety.
2. DISCUSS and PROVIDE any further direction.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to October 19, 2021 to allow staff to review other hybrid models, with no objection head.

Item No. 30. 2021-741 CONSIDER SUBMITTAL OF THE DRAFT 2021-2029 HOUSING ELEMENT TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR REVIEW (CITY COUNCIL)

Director Naaseh gave a report and introduced Rajeev Bhatia with Dyett & Bhatia who gave a PowerPoint presentation of the Carson 2040 Draft 2021-2029 Housing Element.

Rajeev Bhatia introduced Matt Alvarez who continued with the PowerPoint presentation (Goals and Policies, Programs).

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the mitigation measures of a mobilehome park closure. Matt Alvarez responded to his inquiry.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he would like to see the city have a section called Mobilehome Park Zone in the Zoning Code. Director Naaseh offered comments.

City Manager Landers stated staff is actively working on the Mobilehome Park Zone for consideration of the City Council at a future meeting.

Matt Alvarez continued with the PowerPoint presentation (Programs).

Council Member/Agency Member/Authority Board Member Hicks asked about the implementation of Senate Bill (SB) 9 and SB 10 regarding the density of housing that needs to be now placed in most Los Angeles cities in the State of California and if it will be referenced in the Housing Element. Rajeev Bhatia responded they have not factored in the Housing Element.

Council Member/Agency Member/Authority Board Member Hicks asked where to look at land use to address low-income housing (affordable housing). Rajeev Bhatia answered his question.

Council Member/Agency Member/Authority Board Member Hicks referred to Program 2 of the PowerPoint presentation which addressed rehab for low-income housing and if the program is doable.

Director Naaseh spoke about Program 1 and Program 2 which are rehab programs.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to Program 8 Accessory Dwelling Units (ADU) and requested an explanation. Director Naaseh gave an explanation.

Discussion ensued regarding ADU.

City/Agency/Authority Attorney Soltani stated she forwarded to staff restrictions of the ADU.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes expressed concern with the low-income housing and very low-income housing.

Council Member/Agency Member/Authority Board Member Hicks asked if the Draft Housing Element is a living document and if it can be tweaked after approval. Rajeev Bhatia responded in the affirmative.

City/Agency/Authority Attorney Soltani spoke about a set housing application; City Council to pay close attention to areas of housing sites, administrative housing and process.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if Director Naaseh and the consultant looked at housing sites being proposed. There is no local control.

Rajeev Bhatia stated the moderate and above moderate income sites have very few new sites beyond the city has already approved development or is processing development. The places we have new sites are mostly for the lower income households and those are in the same places where previously in February the City Council reviewed the land use map and the plan in great level of detail. These sites are a subset of those sites mostly along West Carson Street asking mixed use development adequately specified in terms of density.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked to revisit the housing sites.

Director Naaseh stated the single-family areas are staying intact; other areas on major roads should have adequate infrastructure to serve them.

City/Agency/Authority Attorney Soltani expressed concern if staff verified that the land is not contaminated and any new housing has sufficient fire and public safety protection and should be reviewed by the fire station if need to add sheriff services. It will be worthwhile for staff to do their due diligence to decide where to have housing designated before adopting the Housing Element.

Rajeev Bhatia spoke about housing sites as part of the General Plan Environmental Impact Report (EIR).

City/Agency/Authority Attorney Soltani stated as long as the consultant is doing their due diligence and verifying that the sites being identified have the necessary public safety and necessary infrastructure. Rajeev Bhatia stated they are working on a full EIR and before the City Council adopts the Housing Element will have the opportunity and if something is off base will find a substitute side and work it through.

Recommendation: TAKE the following actions:

1. SUBMIT the Draft 2021-2029 Housing Element, with modifications recommended by Planning Commission, for Review by the California Department of Housing and Community Development.

ACTION: It was moved to approve the staff recommendation on motion of Hicks, seconded by Hilton.

During discussion of the motion, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he would like a mobilehome park zone established before voting in

February.

The motion was carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear
Abstain: None
Absent: None

Item No. 31. 2021-758 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Senior Citizens Advisory Commission

Council Member/Agency Member/Authority Board Member Hilton appointed Frankie Stewart as his uncontested appointment to the Senior Citizens Advisory Commission.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked City/Agency/Authority Attorney Soltani if Council Member/Agency Member/Authority Board Member Hilton's uncontested appointment to the Senior Citizens Advisory Commission be ratified. She responded it has been done procedurally.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted that it is not necessary to vote on uncontested appointments and made the motion with no objection heard.

It was moved to ratify Council Member Hilton's uncontested appointment of Frankie Stewart to the Senior Citizens Advisory Commission on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

It was moved to activate the Environmental Commission on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Council Member/Agency Member/Authority Board Member Hicks stated he was informed by some members of the Measure C and Measure K Budget Oversight Committee that they could not meet due to lack of a quorum.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Irene Viernes, Alternate 2, from the Measure C and Measure K Budget Oversight Committee, thereby, creating a vacancy. Subsequently, she appointed Irene Viernes as Alternate 2 to the Human Relations Commission.

It was moved to ratify the Mayor's appointment of Irene Viernes, Alternate 2, to the Human Relations Commission on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING: (None)

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following Memorial Adjournment Requests:

Dwon Phillips Hill
Annie L. Bush

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

Liz Foisia
Called in and stated it is disturbing and unprofessional that the residents were not notified in a timely manner about the change in how the public comments are to be made to the City Council; an important and essential part of public right to participate in the government process has been violated by the non-communication

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Manager to respond to Liz Foisia.

City Manager Landers stated it is a requirement that is found in the State law that was passed and signed by the Governor that the City provide this required mechanism for accepting comments.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Hicks requested South Coast Air Quality Management District (AQMD) to provide information on the process of the air quality in the City.

City Manager Landers provided the number of AQMD 1-800-288-7664 and stated she will have an AQMD representative to talk about the Rule 1109.1 as well.

Council Member/Agency Member/Authority Board Member Hicks requested someone from Southern California Edison (SCE) to provide information about the planned power outages occurring throughout the City.

Council Member/Agency Member/Authority Board Member Hilton reported he received complaints from residents asking why there is no hot water in the bathrooms at Mills Park. Assistant City Manager Roberts responded to his question.

Council Member/Agency Member/Authority Board Member Hilton stated he would like to see transition to luxury portable restrooms at all city parks.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the City Manager to hire part-time or temporary employees to assist with sanitation to prevent spread of COVID-19 (Coronavirus).

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed the City Manager to ensure hot running water at Mills Park as soon as possible and come back with a budget and plan of action to the next agenda.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reiterated his voting no on the Draft Housing Element submission to emphasize the need for a mobilehome park zone

in Carson. He requested to bring back an ordinance to eliminate the amendment that gives the 2/3 requirement vote to add items to the agenda commonly referred to as the dictator amendment on the next agenda.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks wished his wife a Happy Anniversary.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)
City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS INTO CLOSED SESSION
The meeting was recessed at 9:30 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 9:54 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 3
No reportable action was taken.

ADJOURNMENT
The meeting was adjourned at 9:55 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk/Chief Deputy Agency Secretary/
Chief Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
OCTOBER 11, 2021
4:30 P.M.

CALL TO ORDER:
The meeting was called to order at 4:31 P.M. by Mayor Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk John W. Carroll, Sr. noted the roll.

Council Members Present via Zoom Teleconference:
Mayor Lula Davis-Holmes, Council Member Jawane Hilton, and Council Member Cedric Hicks

Council Members Absent:
Mayor Pro Tem Jim Dear (Joined during Closed Session)

Also Present via Zoom Teleconference:
Monica Cooper, City Treasurer; Sharon Landers, City Manager; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; Robert Lennox, Director of Community Services; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hilton led the Pledge of Allegiance.

INVOCATION:

Council Member Hicks gave the invocation.

CLOSED SESSION (Item 1)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City Attorney Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION:
The meeting was recessed at 4:34 P.M. by Mayor Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION:
The meeting was reconvened at 5:47 P.M. by Mayor Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City Attorney Soltani provided the Closed Session report as follows:

Item No. 1. 2021-796 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9 (e)(1), because there is a significant exposure to litigation in one case.

ACTION: No reportable action was taken.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Chief Deputy City Clerk Carroll, Sr. announced the City website was updated to show AB 361 as the order of the day. Moving forward, the General Public can call in comments for agendized items at the beginning of the meeting after the Presentations portion of the meeting and also for non-agendized items towards the end of the meeting after the Memorial Adjournments portion of the meeting. Written comments that are submitted will not be read but will be made part of the record. Copies will be provided to the Mayor and City Council.

He presented the following comments that were submitted electronically since the web page was still showing that public comments can be emailed for the meeting with no objection heard:

Jennifer Horcasitas-Glenn - Item No. 2
Resident of the Harbor Gateway area adjacent to Carson and Torrance; experiencing the daily smell of rotten egg/burning tire smell and high levels of hydrogen sulfide in the air; having daily nausea, headaches, lightheadedness, and the foul toxic odor engulfing homes even with the windows closed. On a daily basis, receiving notifications from Torrance Air Monitoring System alerts that show hydrogen sulfide at acute toxic levels 30ppb or higher. The areas being reported are the “Elm Avenue” site, "North High School" site, and "West High School" site. The odor usually occurs from the middle of the night through the early afternoon. The only reports being apprised of are the news reports and Los Angeles County notifications that the toxic levels of hydrogen sulfide are at minimal amounts in the water which is simply untrue.

Gabriel Villalobos - Item No. 2
Carson resident living by Sepulveda Boulevard and Wilmington Avenue; 23-year old recovering

cancer patient who had a total hip replacement on right hip a few weeks ago; trying to recover from surgery and noticed a foul odor seeping through the windows which has been happening since October 3, 2021; most of the rooms fill up with the smell; having horrible headaches, nostrils have been burning horribly, eyes burn keeping them open or just blinking, and the worst is the nausea, and the smell stops him from eating. It is good that the city is trying to solve the issue but there is another issue, people are getting hurt from this; the news says if low amounts of hydrogen sulfide, that is not harmful but, what about cancer patients who have low immunity and people who have asthma.

The following individuals called in their comments regarding Item No. 2:

Dr. Sheilah O'Halloran with husband Mark, retired firefighter
Asked who she can talk to regarding a product that is environmentally safe used for public water waste

Mayor Davis-Holmes referred Dr. Sheilah O'Halloran to City Manager Landers who provided her email address.

Priscilla Brown
Inquired if there was a solution with the odor

Daryl
Inquired about the following: 1) Who is responsible for the spill?; 2) What are the chemicals that were spilled and the chemical reaction?; 3) Should the residents of Carson be concerned with health concerns and should they be relocated out of the area?; 4) Should all the residents exposed to the incident receive exposure reports from the City of Carson for potential future medical situations?; 5) Who is in charge of the incident for the City and what is the person's name, number, and title?

Mark Pestrella - Director of Los Angeles County Public Works
Stated he oversees the County's flood control system that serves the City of Carson and 88 other cities in the County. He spoke about the Dominguez Channel (Avalon Boulevard at the 405 freeway) nuisance odor and gave an update of their findings in partnership with the Los Angeles County Health Department, Los Angeles County Fire Department, the South Coast Air Quality Management District, other outside agencies, and scientists. The location has a high odor which is attributed to hydrogen sulfide, natural occurring gas. He noted two objectives: 1) Public Health - Dr. Muntu Davis provided a Notice of Nuisance Abatement which is directed to the department the source of the problem to abate the issue and to mitigate any potential human health affects; working to develop what the best approach for human beings is when they are exposed to hydrogen sulfide and what the residents can do to protect themselves as the event continues to go on; 2) Remediation – Scientists studying how to help mother nature accelerate the process for the decay and move to pass the odor; taking air quality samples but water quality samples all day long and expect to have a set of actions proposed by morning for an attempt to cease the odor.

Dr. Muntu Davis – Los Angeles County Department of Public Health Officer
Spoke about potential health effects that comes from hydrogen sulfide. He noted at low levels the nose can pick up hydrogen sulfide much more readily than higher concentrations. Typically,

when you do not smell the odor and away from the odor, the symptoms will go away. Try to leave the area if the symptoms go away. If the symptoms persist or worsen, contact your health care provider to get an evaluation; recommend keep doors and windows closed; change the filter on the air conditioner to a high-efficiency particulate absorbing (HEPA) filter preferably with activated charcoal or obtain a portable HEPA filter that has activated charcoal to try to limit the odor. He also noted that the odor can impact pets in the same way that it impacts people. If pets are having symptoms or nausea, contact the veterinarian for an evaluation.

Mayor Davis-Holmes asked what the Los Angeles County is going to do for the residents.

Director Pestrella stated the Los Angeles County specifically is setting up for residents to be reimbursed for any displacement or health issues and items that had to be bought, to take care of this in line with Dr. Davis' recommendations; working closely with the Public Health Department to define what is the best activity for people to make sure that their health is good and that they are not in discomfort related to this. There will be a Press Release tomorrow. Dr. Davis will provide specific recommendations and the residents of Carson and the unincorporated area west Carson can call the complaint line tomorrow morning at 8:00 A.M. There will be a Call Center open in Public Works with a specific phone number for residents to call who would like to make a claim or discuss relocation if they need to be relocated and the reimbursement process. The County is working with the Public Health to address the specific location of the odor and would like to communicate with the residents who have been impacted on how to be reimbursed for their cost due to the incident.

Mayor Davis-Holmes asked about those who cannot afford to purchase.

Director Pestrella stated the County is working on an upfront cash such as potentially arranging to have hotel rooms set aside and reserve for the residents.

Mayor Davis-Holmes asked about residents who cannot afford to put funds out for relocation.

Director Pestrella stated they are working to put cash up on the front end. A Call Center will be set up to take residents calls in the morning.

City Attorney Soltani stated it came to her attention today that the Los Angeles County Public Health issued a Public Nuisance and that they came up with a three-tier approach to addressing and providing resources for the residents. There will be the appropriate HEPA masks available or reimbursement process, air purifiers available with the same process, either available for reimbursement or the County will provide or give cash up front and the relocation benefits. The City is concerned with the timing and pleased to hear that tomorrow morning residents can call and receive an immediate response. Since the issues have been addressed and after receiving public testimony, staff's recommendation will be that the City Council will declare its Public Nuisance regardless of what the County has done and that the City Council instructs staff to work with the County to make sure the process goes smoothly. There will be another hearing set by the Board of Supervisors. If the City Council would like to continue this Special Meeting until after their hearing which can be done because if the process is not going smoothly, the City Council can study its options and how the City Council can help the residents and seek reimbursement from the County. It seems like the County is coming up with a solid process that starting tomorrow there will be a live person answering calls which is very hopeful to hear. The

issue was none of the lines were working.

Mayor Davis-Holmes asked if the County established a phone number for the Call-In Center.

Director Pestrella responded the phone number has not been established at this time and will be sent to the point of contact with the City as soon as available.

Mayor Davis-Holmes requested the number be sent to the City Manager and herself.

City Attorney Soltani stated another issue the City Council is concerned about is for people with disabilities who cannot leave their home to receive their reimbursement. She asked if the County considered a delivery process for senior citizens or people with disabilities.

Director Pestrella stated they would consider delivery, visiting and working with Dr. Davis to assess the situation in which those residents are living and what the best approach is with respect to protecting their health. They will fund and work with the City to identify the residents in that situation.

City Attorney Soltani noted the timing is a concern and asked how soon the County will assist the residents since they have been living with the odor for a week and they need immediate relief starting tomorrow morning.

Director Pestrella asked Dr. Davis for the best advice for the situation.

Dr. Davis advised to continue to wear face masks and change more frequently especially if it gets wet in the inside. In general, keep windows and doors closed to keep the odor out of the house. Use HEPA filters which are high efficiency filters with activated charcoal should help to reduce the odor inside and should help to alleviate symptoms. Move out of the area where odor is. There will be a Press Release with the recommendations in addition to what he mentioned earlier regarding pets.

City Attorney Soltani asked if the residents can receive immediate relief.

Director Pestrella stated if a resident has a serious medical condition to not rely on the Call-in Hotline and to seek medical attention immediately.

Dr. Davis stated if symptoms worsen then should be evaluated. Do not avoid medical attention if feel needed.

Mayor Davis-Holmes asked about residents obtaining air purifiers if the City purchases them will the County reimburse the City. Director Pestrella stated can make arrangements between the Flood Control District and the City to create reimbursement for the City.

Council Member Hilton noted that between $600 and $1,200 was offered for air conditioners depending on the size of the home in El Segundo when they had the bad episode for smell after the spill. Also, $182 per day plus meals and incidentals up to $62 per day were offered to each person who lived in the house full time. He asked if that level of support will be available to most of the impacted residents in the City of Carson. If not, why? If yes, how soon?

Director Pestrella stated the objective is to take care of the residents of Carson who have been impacted by this event and will assess the situation depending on individual circumstances. Proposing the three levels of care as described by the City Attorney. County to identify locations and encouraged residents to relocate themselves and make a claim. Retrofitting a home; what makes sense in terms of retrofit. Dr. Davis mentioned earlier about HEPA filter for heating, ventilation, and air conditioning (HVAC) for air conditioning unit to mitigate the odor. It is a different event than the El Segundo event but it is a similar one in which public health nuisance abatement has been given. The County will follow the Health Department's guidance what should be provided. The Press Release will show what is being proposed and will be funded.

Council Member Hilton stated that Carson deserves equitable treatment and there was no requirements in El Segundo; would like the same swift response. Residents would like in the health order to pay for some of the doctor visits as some people cannot pay co-pays and should be outlined. Would hope to work in partnership to help mitigate and put the odor to an end in the City. Director Pestrella stated he agrees with Council Member Hilton.

Council Member Hicks expressed concern with the business community and their employees who are also impacted and inquired how can they be part of the process.

Director Pestrella stated the business owners should also contact the County to begin the process of reimbursement for their costs as well.

Dr. Davis stated the Public Health Team visited the City of Carson yesterday and today going door to door handing out information to the residents and answering questions. Currently updating their recommendations and will visit again and make sure to cover the area for people to have the information they need to safeguard against the odor. In the updated recommendations, the website was provided where to find the HEPA filters.

Council Member Hilton asked how is it that have been gone a whole week and nothing is on social media, nothing on the Public Health's website about Carson. It is a public health crisis. Want to make staff aware that there are residents who are looking for direction from the Public Health Office and no one is yet to post anything about the public health in Carson. The last update was October 9, 2020.

Dr. Davis stated they are working with multiple agencies to coordinate one place for residents to refer to for information.

Director Pestrella stated in conjunction with Dr. Davis, Public Works is standing up a website specific portal for this specific incident along with the Call Center for residents to view tomorrow.

Council Member Hicks requested Dr. Davis and Director Pestrella to provide a link on the City's website for the residents and businesses to access information.

City Manager Landers stated she would like the City to be involved with distributing the information and requested Dr. Davis to provide the same information they are giving to the residents door-to-door to be synchronized in that regard. Dr. Davis responded in the affirmative.

Mayor Davis-Holmes noted the City Manager is the main point of contact to receive information for staff. She asked if a report will be ready with the timeframe correcting the problem at the next meeting. Director Pestrella responded to her question and that his office has been communicating with staff.

Mayor Pro Tem Dear asked if they identified a particular location where the odor is coming from. Director Pestrella stated the current suspect location is Avalon Boulevard at the 405 Freeway within Dominguez Channel near the IKEA store area, less than a mile stretch as the source of the smell. They believe has to do with decaying vegetation within the channel but have not confirmed definitively until receipt of water quality, sampling, and testing data.

Mayor Pro Tem Dear referred to previous speaker Dr. Sheilah O'Halloran who has a product as an idea for a solution that deals with the waterway issue. He asked Dr. Davis and Director Pestrella if their agencies are familiar with the product and what can be done to remedy of ridding the odor immediately. He asked if there is a process that can be initiated that has been done in other waterways that works.

Director Pestrella stated it has to do with water resource management and natural creek systems. He talked about the benefits of the Flood Control District to the community. He welcomed Dr. Sheilah O'Halloran who spoke previously regarding their product to contact the County hotline.

(Mayor Pro Tem Dear exited the meeting.)

Mayor Davis-Holmes asked who is the point of contact the City Manager or staff can reach out to. Director Pestrella stated he would be the point of contact directly for the City Manager.

Mayor Davis-Holmes asked if a resident has an increase of their electric bill because use of their air conditioning unit if they show proof from three months ago to current can they be reimbursed for the difference. Director Pestrella responded in the affirmative.

(Mayor Pro Tem Dear rejoined the meeting.)

Dr. Davis assured everyone that the experts are monitoring the situation and trying to come to a resolution as quickly as possible with no delay.

Mayor Davis-Holmes expressed concern that the City did not receive information for several days; lines of communication are open and to move forward as a team to address the concerns and remediate the problem.

Speaker
Asked if the air purifiers will be provided to the residents tomorrow.

Director Pestrella stated they will provide a Call Center tomorrow to start the process of reimbursement for those who made purchases to mitigate the smell within the homes and provide guidance on recommendations.

Dr. Davis recommended HEPA filter with activated charcoal for your air conditioner or a portable HEPA filter with activated charcoal.

Speaker
Asked if there is a limit on how many air purifiers can purchase; she already purchased two but they are not enough and would like two more

Director Pestrella suggested to do what it takes to mitigate and will review what the speaker will apply for; the portable air purifiers will have efficiency rating.

Porshe, Carson business owner at 550 Carson Plaza Drive
Reported employees having headaches and dizziness; contemplating closing the office for a few days and asked what can be done to ensure the safety of the employees

Dr. Davis advised the following: 1) Install filters in the HVAC system; and 2) Keep doors closed.

City Attorney Soltani reminded the public and City Council that it is not a question and answer period and that it is public comments and need to abide by the Robert's Rules of Order. Information has been provided and the hotline will be open tomorrow morning. There will be another special meeting.

Isa Pulido
Stated the hydrogen sulfide odor has been ongoing for two weeks and not good for the health; need to propose an environmental emergency action plan; must protect the children and senior citizens; need air purifiers and H2S gas detectors; HEPA filters donated to the city and residents; no resident should have to pay for the masks, purifiers, and gas detectors; recommend need of an environmental leadership 24 hours on site team working diligently with the city; proposed to create an Environmental Emergency 24 hour Resource Center in Carson

Robin
Reported the stench is bad at the light on 190th Street under the 110 Freeway; concerned with family also being exposed to the odor

Antonio
Concerned how the hydrogen sulfide will affect the health of the residents, relocation, reimbursement program with multiple agencies; HEPA filters; concern not knowing after one week the source of the odor; solution to problem

Dr. Sheilah O'Halloran
Stated she emailed information and would be happy to help

Speaker
Concerned about sulfur or anything settling in the water or tap water and if the schools are being taken care of

Mayor Davis-Holmes stated staff will share information with Superintendent Romero and Dr. Hemphill.

Liz Foisia
Need solutions now to alleviate extreme discomfort and health issues arising from the odor; any health discomfort is a huge concern; recommendations from the County should be realistic, affordable and information easily available

Speaker
Expressed concern to leave Carson now due to the bad odor

Mayor Davis-Holmes asked Director Pestrella to clarify the measures mentioned earlier.

Director Pestrella stated residents within the Carson area should take measures to protect their health; if feeling discomfort should take the measure that was discussed earlier about the filtration with HEPA filter, relocation would be reimbursed by calling in to the hotline which will be available tomorrow morning and will assess the situation. The matter can be resolved if you can filter the air or consider relocation.

Mayor Pro Tem Dear stated the City is capable of reimbursing the residents with proper receipts and asked if the City can be reimbursed by the County. Director Pestrella responded in the affirmative.

Michelle
Asked if the reimbursement program is limited to a certain area in Carson

Mayor Davis-Holmes stated the reimbursement program is for all Carson residents and to call the hotline.

City Manager Landers stated the expenses to be reimbursed need to be reasonable.

Speaker
Asked for immediate solution for long term to not happen again

Speaker
Smell is horrendous going on two weeks; family is sick; need immediate solution and communication

Speaker
Asked for immediate fix to the odor

Erica Tarell
Appalled by the lack of urgency and the outrage that has been needed to bring this issue to the surface; received inconsistent answers about relocation; would like clarity on the reimbursement

William Koons
Requested a filtration unit for his home; suggested the County provide the filtration units for the residents to pick up at City Hall or County to suggest where to purchase them; requested the County to check possible pipe leak on 213th Street and Chico Street

Speaker
Confirming that a number will be provided to call tomorrow morning for reimbursement

Mayor Davis-Holmes responded in the affirmative.

Speaker
Received reports from the Torrance Air Quality Monitoring System of high levels of chemical in the air; why is Los Angeles Public Works downplaying the effects of the incredibly toxic chemical that has reached Carson, City of Torrance, and Harbor Gateway; asked about the unincorporated areas receiving notifications of the harmful chemical

Monique Alvarez
Threshold is not emergent based on what criteria; need to know what level is now and what time being conducted; need to know what being exposed to

Director Pestrella and Dr. Davis responded to the speaker.

Imelda Perez
Reported can smell odor now and if the area should be tested and confirm if report will be available tomorrow Tuesday

Mayor Davis-Holmes responded in the affirmative.

Speaker, on behalf of the residents of Imperial Avalon
Would like to make sure the city takes care of the senior residents who are suffering from the bad smell

Speaker
Asked where she can find the data of the numbers of the hydrogen sulfide and the place where the numbers are updated; is there a reason why the information is not currently available for the residents

Dr. Davis responded working with AQMD, Fire Hazmat and Public Health staff.

Speaker
Asked about the fluctuation of numbers, between what numbers are fluctuating and getting; not being able to breathe, affecting her asthma, not able to go outside because of nauseousness, mother has asthma, migraines, will the County reimburse for those inconveniences

Mayor Davis-Holmes stated may address concerns when calling the hotline.

Speaker
Has a two-month-old baby who has colic; very upset with the air and do not know what to do; nothing is happening to help; very scary for the kids; hope to push the issue very concerning for the little ones and hope to be given the same treatment as in El Segundo

Speaker
Asked how often the levels are tested; smell is worse in the early morning hours with the marine layer and what areas are being tested

Dr. Davis stated he would provide information at a later time.

Mayor Davis-Holmes closed the Public Comments session.

Council Member Hilton stated the residents reported that the stench is strong during the evening and asked if anyone is monitoring at night and if working around the clock.

Dr. Davis stated he will check with AQMD and Fire Haz Mat.

Council Member Hilton asked how has the Los Angeles County partnered with the Los Angeles Unified School District (LAUSD) for the kids in school and in the geographical location who may be affected by this.

Dr. Davis stated he would talk with the folks at LAUSD and have information with same recommendations in their Press Release. He will coordinate and provide the information to all the schools in the impacted areas.

Council Member Hilton asked if the Press Release is available that the city can be privy to release tomorrow morning. Dr. Davis stated he would check if it was sent to the city that was available this evening.

Mayor Pro Tem Dear asked about the terrible odor that comes and goes only a factor of the wind or is there another factor possibly the tide. Are there other factors other than the wind? Why does it smell horrible at certain times of the day? Director Pestrella responded to his question.

Mayor Pro Tem Dear asked about marine life and bird life in the water which seems to be an absence of them and is it reported to the County. Director Pestrella responded to his question.

Mayor Pro Tem Dear stated all agencies should be in the same page to make it an environmentally healthy waterway and find a solution.

DISCUSSION: (Item No. 2)

Item No. 2. 2021-792 CONSIDER THE ADOPTION OF RESOLUTION NO. 21-136 DECLARING A PUBLIC NUISANCE DUE TO FOUL ODOR FROM DOMINGUEZ CHANNEL AND ITS NEGATIVE IMPACTS ON RESIDENTS LIVING WITHIN ITS CLOSE PROXIMITY

ACTION: It was moved to adopt Resolution No. 21-136 declaring a public nuisance due to foul odor from Dominguez Channel and its negative impacts on residents living within its close proximity and the people visiting and working in Carson on motion of Dear, seconded by Hilton.

During discussion of the motion, City Attorney Soltani stated she is deleting Section 3 of the resolution that was trying to define an area for the affected residents. Section 4 will become

Section 3 and would add in the new Section 3 where there are blanks 1, 2, 3, and 4 based on the discussion this evening if Mayor Pro Tem Dear is willing to entertain this perhaps you add that for all senior citizens and disabled residents if they contact the city. The city can assist and deliver the air filtration system recommended by the County and/or the masks recommended by the County and develop a process to seek reimbursement from the County or the City can order on Amazon and coordinate for the residents who cannot physically go to the County who can get it. The City can get reimbursed from the County. If there are financially challenged residents, they should try to work with the County through the reimbursement program set up. The City encourages the residents to call tomorrow and if the County is not responsive to call the City and the City can follow up but in unique circumstances. May be the City Council wants to give staff the discretion to base upon income qualification evidence may be if the County is nonresponsive may be staff can help advance those funds also and seek reimbursement from the County.

City Attorney Soltani stated she is trying to define what she heard in the City Council's dialogue and resident concerns so there is no confusion later about what the role of the City was and what the role of the County was. She can add those under the new Section 3 of the resolution declaring a public nuisance.

Mayor Pro Tem Dear agreed to add the two aspects to the motion as a staff recommendation and add to utilize City staff to deliver to certain residents who need it to be brought to them the necessary masks, filters and can purchase the proper filters.

Mayor Davis-Holmes stated to make sure delivery for those physically challenged.

City Manager Landers requested to add allocation of funds to be provided. Subsequently, Mayor Davis-Holmes stated staff can add the allocation of funds at the next meeting with no objection heard.

Council Member Hilton accepted Mayor Pro Tem Dear's friendly amendment to the motion as stated by City Attorney Soltani. He requested to activate the Emergency Operations Center. City Manager Landers confirmed the Emergency Operations Center has been activated.

Council Member Hicks expressed concern of the quality of life of the residents and the urgency.

The motion, as amended, was unanimously carried by the following vote:

Ayes:	Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Mayor Davis-Holmes requested City Manager Landers to invite a representative from AQMD and other related agencies to the next meeting on October 14, 2021.

ADJOURNMENT
The meeting was adjourned at 8:13 P.M. to an adjourned special meeting to be held via Zoom on Thursday, October 14, 2021, at 6:00 P.M. by Mayor Davis-Holmes

_____
Lula Davis Holmes
Mayor

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
ADJOURNED SPECIAL MEETING
OCTOBER 14, 2021
6:00 P.M.

CALL TO ORDER:
The meeting was called to order at 6:00 P.M. by Mayor Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk John W. Carroll, Sr. noted the roll:

Council Members via Zoom Teleconference:
Mayor Lula Davis-Holmes, Mayor Pro Tem Jim Dear, Council Member Jawane Hilton, and Council Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City Treasurer; Sharon Landers, City Manager; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hicks led the Pledge of Allegiance.

INVOCATION:

Council Member Hilton gave the invocation.

CLOSED SESSION (Item No. 1)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEM (CITY ATTORNEY)
City Attorney Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION:
The meeting was recessed at 6:04 P.M. by Mayor Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION:
The meeting was reconvened at 7:10 P.M. by Mayor Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City Attorney Soltani provided the Closed Session report as follows:

Item No. 1. 2021-811 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: No reportable action was taken.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

This item was heard during Item No. 2.

DISCUSSION: (Item 2)

Item No. 2. 2021-808 CONSIDER THE ADOPTION OF THE AMENDED RESOLUTION NO. 21-136 DECLARING A PUBLIC NUISANCE DUE TO FOUL ODOR FROM DOMINGUEZ CHANNEL AND ITS NEGATIVE IMPACTS ON RESIDENTS LIVING WITHIN ITS CLOSE PROXIMITY

Item No. 2 was heard after the Closed Session Report.

Mayor Davis-Holmes announced a report will be presented from the Los Angeles County Public Works Department.

City Manager Landers introduced Los Angeles County Director of Public Works Mark Pestrella who is one of the main leads on trying to determine what the source of the problem is.

Mark Pestrella, Director of Public Works for the Los Angeles County, introduced himself and his team: Angela George-Moody, Chief Deputy Director with Los Angeles County Public Works, and Russ Bryden, Incident Commander for the Department.

Director Pestrella gave an update of the Dominguez Channel odor condition. They discovered a source of an illicit discharge of materials in the channel, such as pallets, cardboard pieces, some actions which may be a criminal act. They will begin use of an epoleon treatment, an organic spray, tomorrow and to expect within three days the citizens in Carson should see a notable difference in the odor. Also, they will be implementing an aeration system which will introduce

oxygen in the water.

He stated the reimbursement program is up and running and would like everyone who has been impacted by the incident by moving away from home, caused pain, suffering and discomfort or acute health condition to call 211 and mention the Dominguez Channel Odor incident and the operator will guide to the resources.

The Reimbursement Program has three options for property owners or Carson residents:

1. Homes with heating and air conditioning systems; Reimburse households for filter inserts for those systems that are HEPA rated with activated carbon or other filters recommended by the County Health Department. He noted the recommendations are found online through the 211 number and the County Public Works website; Reimburse at a unit rate of $60.00 per unit per household; receipts are required for reimbursement within 14 days of the request and will be paid within 21 days of the receipt of the receipt
2. Reimburse households for air purifier units if do not already have them can go to a mobile filtration unit. The limit for reimbursement is $400 per household for homes 1,000 square feet or smaller and $800 for households or homes above 1,000 square feet; receipts are required and will reimburse within 21 days
3. To be relocated will reimburse the household for one hotel room in Los Angeles County up to $182 per day and hotel self-parking for one vehicle per day; meals and groceries will also be reimbursed at a rate of $66 per day for each person currently residing full time in a household who have been relocated to the hotel; receipts are required for the hotel and parking but are not required for meals, groceries or incidentals

He encouraged residents to contact the 211 Helpline for further details on the program; making applications digital form but can also use paper and will respond within 24 hours. There is a set up in the east parking lot at the Carson Community Center located at 801 E. Carson Street, Carson, from 7:30 A.M. to 6:30 P.M. (Community Outreach Vehicle, big blue vehicle with Public Works on it). City, County Health, and Public Works staff are available to assist.

Russ Bryden provided website: lacounty.gov/emergency/dominguezchannel

Mayor Davis-Holmes asked if the County will assist if a resident cannot install their air filter or can they deliver.

Director Pestrella stated he is encouraging residents that they need to state if they can put the money up, install or pick up the unit, on their application so they would know how to address their situation.

Mayor Davis-Holmes asked if there will be a site for the units for residents to pick up. Director Pestrella stated he will need to coordinate the logistics and work with having a City official on the distribution for a prime location.

Mayor Pro Tem Dear suggested the County contact some hotel or motel chains to accommodate the Carson residents at a lower rate and compile a list for the residents. Director Pestrella responded the County already looked into and secured some rooms at the $182 rate, working with other hotels, and would share with the city.

Mayor Davis-Holmes asked if hospital fees will be reimbursed. Director Pestrella recommended the residents save all their receipts associated with the incident for possible reimbursement.

Council Member Hicks asked if a resident can be reimbursed for the increase of their electric bill due to use of the HEPA purifier or air conditioner. Director Pestrella responded in the affirmative.

Council Member Hicks asked about the water table and individuals concern about drinking water in their homes. Director Pestrella responded to his question.

Council Member Hicks requested a representative from the Water Department give a report on the water condition. City Manager Landers responded in the affirmative.

Council Member Hilton asked about renting a room on a day-by-day basis because the rates change and will this be looked at on a case-by-case basis. Director Pestrella stated they will work with the hotels they have already discussed stays with to check for a weekly rate.

Council Member Hilton noted there are some residents who are directly at the channel and already vacated. He asked if the County will look into retroactive payment for those residents. Director Pestrella responded yes. Council Member Hilton referred to the three-tier option and if someone exhausted the options would the County look into as well. Director Pestrella responded yes.

Mayor Pro Tem Dear expressed the need to make sure the residents receive relief immediately.

Chief Deputy City Clerk Carroll, Sr. noted he received four public comments by mail. Written public comments received will not be read aloud and will be circulated to the Mayor and City Council and incorporated into the record.

Miyoshi called in
Asked how seniors can obtain information and who to call to have the County Public Works come to their home

Director Pestrella encouraged anyone who was impacted by the incident to call 211 and mention the Dominguez Channel odor incident which will provide the caller an operator to guide them to the resources available.

Crystal called in
Asked if the reimbursement program applies to non residents of Carson who are affected by the odor in the surrounding area

Director Pestrella responded yes.

Brandi Williams-Murdock called in
Asked the following: 1) Emergency funds budget for the City; 2) Why the City has not offered vouchers; and 3) Why a task force is not in place; concerned of plan of action for the crisis

Mayor Davis-Holmes offered comments regarding the City's actions regarding the odor.

City Attorney Soltani stated the City Council has taken expeditious action and offered comments to address the odor issue.

Council Member Hilton offered comments.

City Manager Landers offered comments.

Mayor Pro Tem Dear offered comments.

Council Member Hicks offered comments.

Isa Pulido called in
Reported the protest today was successful; asked why the refineries are emitting high levels of ppm ppb in the early mornings which is at risk; feels that the city should work with the state for funding of face masks and air purifiers for the residents

Ray called in
Suggested residents call the gas company representative to check the furnace/heater filter which they can replace for you since it is already covered in the service

Recommendation: 1. WAIVE further reading and RATIFY Resolution No. 21-136 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING A PUBLIC NUISANCE DUE TO FOUL ODOR FROM DOMINGUEZ CHANNEL AND ITS NEGATIVE IMPACTS ON RESIDENTS LIVING WITHIN ITS CLOSE PROXIMITY" which was adopted on October 11, 2021.
2. DISCUSS and PROVIDE any further direction

ACTION: It was moved to 1) Waive further reading and ratify Resolution No. 21-136, as read by title only, 2) Adopt Resolution No. 21-141 approving a budget allocation of $100,000, and 3) Direct staff to send a letter to the Governor declaring a State of Emergency, on motion of Davis-Holmes, seconded by Dear.

During discussion of the motion, Council Member Hilton stated with the State of Emergency would like to make sure we shine light on the issue where we need a faster reaction when things in crisis happen in the City which Dear and Hicks concurred.

Mayor Davis-Holmes thanked Director Mark Pestrella and his team for coming up with a solution to prevent from happening again the environmental restoration of the channel and their responsiveness.

The motion was unanimously carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes: None
Abstain: None
Absent: None

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor Davis-Holmes offered the following comments:

- Thanked the residents for being understanding, have the resources and allocated money, and the County has funding that is available. Contact the County at 211 and Carson City Hall at 310-830-7600 who are both available to assist.
- Thanked City Manager Landers, Assistant City Manager David Roberts, and the Emergency Operations Center staff for coming together and moving forward with the nuisance.
- Asked Director Mark Pestrella if he will be there tomorrow who confirmed will be ready to assist the residents with their applications.

ADJOURNMENT
The meeting was adjourned at 8:31 P.M. by Mayor Davis-Holmes.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
OCTOBER 19, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:03 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

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

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-787 PASTOR HECTOR HERNANDEZ, APOSTOLIC TABERNACLE – Absent

Council Member/Agency Member/Authority Board Member Hilton gave the invocation.

CLOSED SESSION (Items 2 to 5)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION:
The meeting was recessed at 5:08 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION:
The meeting was reconvened at 6:15 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-810 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Davis v. City of Carson; LASC Case No. 19STCV15409.

ACTION: No reportable action was taken.

Item No. 3. 2021-666 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

Item No. 4. 2021-763 CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations with Mike Israelsky of Summit Team, Inc., with whom City is negotiating, and to give direction to its negotiators, Sharon Landers, City Manager and David Roberts, Assistant City

Manager, regarding that certain real property known as 631 E. University Drive / APN: 7319005016. The City's real property negotiator will seek direction from the City Council regarding the price and terms of payment for the property.

ACTION: No reportable action was taken.

Item No. 5. 2021-812 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-764 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Item No. 6 was heard after Mark Pestrella's presentation.

Captain Jones reported/announced the following:

- Breast Cancer Awareness Fundraiser
- Evening Virtual with Coffee Station Zoom Meeting on October 26, 2021, at 5:30 P.M.; login information is located on their website and social media platforms or contact the Community Relations Office at (310) 830-1123
- Special Olympics Torch Run/Walk on October 20, 2021, at 8:00 A.M. to raise awareness and money for the Special Olympics of Southern California
- Trunk or Treat Event on October 29, 2021 from 3:00 P.M. to 6:00 P.M.; Contact the Community Relations Office for more information
- Deputies continue to work hard; Special Assignment Team continues to work improving the quality of life, continue to make efforts and progress at problem locations as well as successful street racers suppression operations
- Operations Lieutenant Jabari Williams was promoted to Captain at the Alta Dena Sheriff Station; wished him well and thanked him for his dedication to the Carson Sheriff Station and surrounding communities
- Service Area Lieutenant Drew Strong was requested to go over the Cerritos Station as the Operations Lieutenant
  Service Area Lieutenant Strong offered words of gratitude to the City; gave a special shout out to Assistant City Manager David Roberts for his assistance; the Supervisors and Deputies at the Carson Sheriff Station who truly care about the community they serve to keep everyone safe; he enjoyed his experience at the Carson Sheriff Station

Mayor and City Council congratulated Lieutenant Strong and thanked him for a job well done.

Captain Jones announced Captain Secretary/Public Information Office/glue of the Carson Station Jennifer Atenza will be leaving the Carson Sheriff Station for another job opportunity outside of the department. He thanked her for her service.

Jennifer Atenza offered words of gratitude and for the opportunity to serve and honor to work with the City.

Mayor and City Council thanked and congratulated Jennifer Atenza for a job well done.

PRESENTATIONS

Presentation by Mark Pestrella, Director of the Los Angeles County Public Works Department, was heard after the Closed Session Report.

Mark Pestrella, Director of the Los Angeles County Public Works Department, gave an update regarding the Dominguez Channel odor and mitigation measures. They are working with the City for a joint Press Release with information, incident updates; incident update for the media by the end of this week; inclusive and transparent agency. He thanked City elected officials and acknowledged Supervisor Holly Mitchell for her leadership and direction as we move through the incident. He reported today at the County Board of Supervisors meeting, the Board of Supervisors passed a motion unanimously to support the City of Carson and surrounding cities with the Reimbursement Program to act as quickly as possible of equity to address the human health issues and to make a commitment to restore the Dominguez Channel to an environmentally pleasing and healthy place for the communities of Carson and surrounding areas.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced Mark Pestrella will be joining the City Council Meetings to discuss any new information and update on the Dominguez Channel. If necessary, the City Council may call a Special Meeting to keep everyone informed. She thanked Mark Pestrella for joining the meeting this evening. She stated they meet every day from 4:30 P.M. to 5:00 P.M. with City staff and all agencies involved to discuss the progress of the Dominguez Channel.

City Manager Landers noted Keith Lilley from Mark Pestrella's team is also online for any additional remarks. Mark Pestrella introduced Keith Lilley, Deputy Director Engineer and Department Operations Center Chief.

Keith Lilley stated he is available for any other information.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Mark Pestrella and Keith Lilley and would see them at the next meeting.

Mark Pestrella thanked the citizens of Carson for their patience and the Los Angeles County Flood District, Los Angeles County Board of Supervisors, and City leaders who are concerned with their health as a top priority.

Item No. 7. 2021-818 PRESENTATION FROM CALIFORNIA WATER SERVICE

Item No. 7 was heard after Item No. 6.

Angie Gilbride introduced Kevin McCusker, Manager of Community Affairs, and Ralph Felix, Operations Manager for the Carson Water District.

Kevin McCusker gave a PowerPoint presentation of the California Water Service and the following Key Takeaways:

- Tap water is safe to drink and use
- Conduct frequent water quality tests (includes odor, taste, color) throughout drinking water system – taken as recently as last Friday – all came back normal
- Drinking water system is not connected to the Dominguez Channel or the sewer system
- Cal Water Customer Service Center: (310) 257-1400 (24-hour line) for questions or concerns about water quality

Mayor and City Council thanked Kevin McCusker for his presentation.

Council Member/Agency Member/Authority Board Member Hilton applauded Ralph Felix for keeping them immediately abreast with information. Mayor/Agency Chairman/Authority Chairman Davis-Holmes also thanked him for his email to the Mayor and City Council.

City Manager Landers stated the California Water Service team has been exceptional partners.

Item No. 8. 2021-786 PRESENTATION FROM SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

City Manager Landers reminded the Mayor and City Council that an Environmental Commissioner informed them about the Rule 1109.1 which affects mitigation that is required of oil refineries. She asked a representative from the South Coast Air Quality Management District (SCAQMD) to make a presentation on Rule 1109.1

Assistant to the City Manager Michael George introduced Susan Nakamura, Assistant Deputy Executive Officer, South Coast Air Quality Management District.

Susan Nakamura introduced representatives from SCAQMD Michael Krause, Heather Farr, and Victor Yip who will be joining the meeting. She gave a PowerPoint presentation on the Proposed Rule 1109.1.

Council Member/Agency Member/Authority Board Member Hilton inquired about mitigation measures SCAQMD has made. He asked will some of the test results be released for the Dominguez Channel as far as air quality and are there test results available to be released for the community.

Susan Nakamura stated she would defer to Victor Yip who is trying to join the meeting.

Council Member/Agency Member/Authority Board Member Hicks asked how residents will be informed regarding the odor issue from SCAQMD and the barometers.

Susan Nakamura responded to his inquiry and would defer to her colleague to address the issue further.

Council Member/Agency Member/Authority Board Member Hicks asked if there is an air issue in Carson, how is the city notified to be alerted or anything in the works.

Susan Nakamura stated they send press releases; some facilities have alarm and alert systems and deferred to Victor Yip for more information.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the City's alert system. City Manager Landers responded emergencies in general not specific to air quality.

Item No. 8 was heard again after Item No. 9.

City Manager Landers introduced Victor Yip, Assistant Deputy Executive Officer for Compliance and Enforcement at SCAQMD, who offered comments and update regarding the odor from the Dominguez Channel which started on October 3, 2021.

Susan Nakamura noted a webpage that is dedicated to the Dominguez Channel event on their website.

Council Member/Agency Member/Authority Board Member Hilton thanked her for pointing out their website. He asked for information for those who do not have access to the website regarding H2S.

Victor Yip noted residents can call 800-288-7664 for results posted on the website. Also, the Department of Public Health has implemented outreach efforts going door to door in the different communities and talking to the residents.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked the presenters.

Item No. 9. 2021-766 PRESENTATION FROM DENA FREEMAN-PATTON, ASSOCIATE VICE PRESIDENT AND DIRECTOR OF ATHLETICS AT CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

City Manager Landers introduced Dena Freeman-Patton, Associate Vice President and Director of Athletics, and noted Dr. Khaleah Bradshaw and David Gamboa joined the meeting to provide support.

Dena Freeman-Patton introduced herself, offered comments, and gave a PowerPoint presentation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired if CSUDH can establish an American Football program in the foreseeable future and welcomed Dena Freeman-Patton.

Dena Freeman-Patton responded that it is a lot of work and money. The administration is supporting the feasibility studies on expanding on other sports as well; goal is to expand.

Council Member/Agency Member/Authority Board Member Hilton welcomed Dena Freeman-Patton; referred to the Town and Gown agreement; young people need to know the city has a quality university like USC who donates tickets to the parks and community to attend games and would hope to look into partnering with the Parks and Recreation Department for residents, youth and their families access to the games when games are not sold out.

Council Member/Agency Member/Authority Board Member Hicks thanked Dena Freeman-Patton for joining CSUDH. He requested tickets to the university sports games for community engagement and inform the city through the Parks and Recreation Department and/or the Public Information Office of the game times to disseminate information to the residents. He thanked Dr. Parham for the selection process, Dr. Khaleah Bradshaw, and David Gamboa for being a part of the team.

Dena Freeman-Patton inquired what is the best way to get information to the community.

Council Member/Agency Member/Authority Board Member Hicks responded to contact the City Manager who will convey to the Director of Community Services.

David Gamboa suggested to provide the game schedule in the next issue of the Carson magazine. He announced that Dena Freeman-Patton is the first female Athletics Director in the history of CSUDH and excited for joining the team.

Mayor Davis-Holmes thanked Dena Freeman-Patton and David Gamboa.

Item No. 10. 2021-542 PRESENTATION FROM SHERITA COFFELT, SENIOR DIRECTOR OF EXTERNAL AFFAIRS FROM THE CLEAN POWER ALLIANCE

City Manager Landers introduced Sherita Coffelt, Senior Director of External Affairs from the Clean Power Alliance (CPA). She gave a PowerPoint presentation on the Clean Power Alliance Quarterly Update.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked about an instruction sheet to take advantage of or number to call for the various programs.

Sherita Coffelt responded to communicate for information; trying blanket approach to communicate in very clear terms; yes there will be tips for how to use electricity outside 4:00 P.M. to 9:00 P.M. in several different languages, ability to go to a website or call Southern California Edison's customer service and call CPA customer service which will all be available on all customer communications, social media and will work with the member agency in the cities such as Carson to provide the tool kit.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the electric billing breakdown. Sherita Coffelt responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hicks inquired about the community benefits that should have come back to the City which was part of the original contract.

Sherita Coffelt stated she would take back to Ted. The Power Ready Program is one of the community benefit programs which will launch early next year and will provide backup power to essential facilities at no additional cost within all member agency cities. She stated would check with Ted if there are other programs that were discussed three years ago.

Council Member/Agency Member/Authority Board Member Hicks requested Sherita Coffelt to bring back other programs to the city.

Council Member/Agency Member/Authority Board Member Hilton stated CPA needs to show residents some tangible benefits and why they are paying more. Sherita Coffelt stated she would come back to report the programs.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated residents can opt out any time. Sherita Coffelt responded in the affirmative.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear understands to even out the power demand; income category who may not qualify; needs to be a balance; public perception of programs offered.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Sherita for her presentation and thanked the board members.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

William Koons called in – Item No. 8
Spoke about the following:

- Importance of Rule 1109.1
- Hydrogen sulfide
- Town Hall Meeting hosted by SCAQMD on October 26, 2021, at 5:00 P.M. via Zoom; meeting flyer was provided to the City Council and Assistant to the City Manager Michael George to disseminate the information
- Community monitors

APPROVAL OF MINUTES:

Item No. 11. 2021-809 APPROVAL OF THE MARCH 2, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council

Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SUBSEQUENT NEED ITEM

City Manager Landers requested the City Council to add a subsequent need item to the agenda related to the Dominguez Channel odor to make adjustments to the resolution which came to the attention of staff after the posting of the agenda.

City/Agency/Authority Attorney Soltani stated the City Council needs to vote to add a subsequent need item and once the City Council agrees that they would like to add the item to the agenda then can discuss the item.

It was moved to add the subsequent need item regarding the Dominguez Channel as described by the City Manager and City Attorney as Item No. 36 on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 12 to 29)

It was moved to approve the Consent items on motion of Dear, seconded by Hilton.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Item No. 22 for discussion.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to remove Item No. 26 for discussion.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 25 for discussion.

The motion to approve Consent Items No. 12-29, except Items No. 22, 25 and 26, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None

Absent: None

Item No. 12. 2021-776 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING SEPTEMBER 30, 2021

Recommendation: RECEIVE and FILE.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2021-797 Resolution No. 21-137, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,986,176.07, DEMAND CHECK NUMBERS 159811 THROUGH 159978

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2021-798 Resolution No. 21-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $22,057.50, DEMAND CHECK NUMBERS HA-001868 through HA-001871

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-799 Resolution No. 21-09-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $37,603.17, DEMAND CHECK NUMBERS SA-001836 THROUGH SA-001839

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-778 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO JA URBAN, INC. FOR PROJECT NO. 1656 COMMUNITY CENTER UPGRADE (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract to JA Urban, Inc., the lowest responsive and responsible bidder, for Project No. 1656: Community Center Upgrade, in the amount of $1,561,857.00.
2. AUTHORIZE the expenditure of construction contingencies in the amount of $234,278.55 (15%) for any unforeseen construction work such as substructure conflicts, contaminated soil removal and disposal, material testing, and other work that may be necessary to complete this project.
3. AUTHORIZE the Mayor to execute a Construction Contract with JA Urban, Inc., following approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-779 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1625: WILMINGTON AVENUE STREET IMPROVEMENT FROM CARSON STREET TO DEL AMO BOULEVARD (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1625: Wilmington Avenue Street Improvement for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1625: Wilmington Avenue Street Improvement.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-780 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS PROJECT NO. 1669: GLENN CURTISS STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1669: Glenn Curtiss Street Improvement for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1669: Glenn Curtiss Street Improvement.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-781 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1670: CHARLES WILLARD STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1670, Charles Willard Street Improvement for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1670, Charles Willard Street Improvement.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-782 **CONSIDER APPROVAL OF THE EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS BETWEEN THE CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR PROJECT NO. 1612: TRAFFIC SIGNAL INSTALLATION AT THE ENTRANCE TO THE CORPORATE YARD**

Recommendation: TAKE the following actions:

1. APPROVE the Exchange Agreement with the Los Angeles County Metropolitan Transportation Authority (METRO) exchanging the total allocation of $435,283 of City's HIP Funds that METRO approved on April 22, 2021 for a like total amount of $435,283 of Metro Local Transportation Funds.
2. Authorize the City Mayor to sign the Agreement after approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-783 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1413-4: CITYWIDE ANNUAL RUBBERIZED SLURRY SEAL, AND CRACK SEAL PROGRAM (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1413-4: Citywide Annual Rubberized Slurry Seal, and Crack Seal Program for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1413-4: Citywide Annual Rubberized Slurry Seal, and Crack Seal Program for FY 2021/22.
3. MAKE the finding that the proposed Citywide Annual Rubberized Slurry Seal Program is categorically exempt pursuant to Section 15301, 15301(c), and 15301(d) of the California Environmental Quality Act guidelines.
4. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk for the Citywide Annual Rubberized Slurry Seal Program.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-701 **CONSIDER RESOLUTION NO. 21-129, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER (CITY COUNCIL)**

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

Council Member/Agency Member/Authority Board Member Hilton requested to bring back this item at the next City Council meeting to allow time to meet with the City Manager with no objection heard.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-129, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER."

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

Item No. 23. 2021-804 CONSIDER APPROVAL OF: (1) AMENDED AND RESTATED CITY OF CARSON PUBLIC AGENCY RETIREMENT SYSTEM ALTERNATE RETIREMENT SYSTEM (PARS-ARS) AMENDED AND RESTATED PLAN DOCUMENT EFFECTIVE JANUARY 1, 2021; AND (2) AMENDMENT TO THE PARS ALTERNATE RETIREMENT SYSTEM PLAN, IN RESPONSE TO THE REQUIREMENTS OF THE CARES ACT AND SECURE ACT (CITY COUNCIL)

Recommendation: TAKE all of the following actions:

1. APPROVE the "CITY OF CARSON PUBLIC AGENCY RETIREMENT SYSTEM ALTERNATE RETIREMENT SYSTEM AMENDED AND RESTATED PLAN DOCUMENT EFFECTIVE JANUARY 1, 2021" (Exhibit No. 1; the "Plan Document"). Upon approval, the Director of Human Resources & Risk Management, as Plan Administrator, would execute the Plan Document pursuant to the Plan Administrator's authority set forth in Resolution No. 00-058.
2. APPROVE the "AMENDMENT TO THE CITY OF CARSON PARS ALTERNATE RETIREMENT SYSTEM" (Exhibit No. 3; the "Plan Amendment"). Upon approval, the Director of Human Resources & Risk Management, as Plan Administrator, would execute the Plan Amendment pursuant to the Plan Administrator's authority set forth in Resolution No. 00-058.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-790 CONSIDERATION OF RESOLUTION NO. 21-138, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATIONS FOR RECREATION PERMITS COORDINATOR JOB SERIES AND A TITLE CHANGE TO

RECREATION RESERVATIONS COORDINATOR (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-138, "A RESOLUTION OF THE CIITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATIONS FOR RECREATION PERMITS COORDINATOR JOB SERIES AND A TITLE CHANGE TO RECREATION RESERVATIONS COORDINATOR."

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-692 CONSIDER THE REESTABLISHMENT OF THE CARSON CIRCUIT FIXED-ROUTE BUS SERVICE (CITY COUNCIL)

Item No. 25 was heard after Item No. 22.

Council Member/Agency Member/Authority Board Member Hicks noted the circuit buses do not show the City logo.

City Manager Landers stated she would follow up with staff on the City logo.

Recommendation: APPROVE staff recommendation to reestablish the Carson Circuit fixed-route bus service.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 26. 2021-725 CONSIDER APPROVING A SERVICE CONTRACT WITH TEAM LEGAL, INC. TO PROVIDE PROCESS SERVER SERVICES (CITY COUNCIL)

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked the rationale for process server services. City Manager Landers explained the rationale and stated it is related to illegal fireworks violations and business license violations.

Recommendation: TAKE the following actions:
1. AWARD a three-year service contract, plus two one-year extensions to Team Legal, Inc. not to exceed contract total of $96,300 for the first three years.

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

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 27. 2021-749 CONSIDER APPROVAL OF RESOLUTION 21-126 AUTHORIZING THE CITY TO CONTINUE DATA SHARING OF TAX REVENUE WITH THE FRANCHISE TAX BOARD (CITY COUNCIL)

Recommendation: APPROVE the resolution 21-126 with the Franchise Tax Board for the continued data sharing agreement

ACTION: Item No. 27 was approved on Consent.

Item No. 28. 2021-762 CONSIDERATION OF AMENDMENT NO. 2 TO SOFTWARE LICENSE AGREEMENT WITH ZOHO CORPORATION FOR CITY'S HELPDESK SOFTWARE LICENSE (CITY COUNCIL)

Recommendation: 1. RECEIVE and FILE the report for emergency purchases.
2. APPROVE Amendment No. 2 to the Zoho Corporation contract increasing the contract sum to a total amount of $37,159.
3. AUTHORIZE the Mayor to execute Amendment No. 2 to the Zoho Corporation contract after approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

Item No. 29. 2021-788 CONSIDER APPROVING RESOLUTION NO. 21-135, AMENDING THE FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ADD FUNDING FOR THE SERVICES OF THE SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER AND THE BOYS & GIRLS CLUBS OF CARSON

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-135, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ADD FUNDING FOR THE SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER AND

THE BOYS & GIRLS CLUBS OF CARSON".

ACTION: Item No. 29 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (Item 30)

Item No. 30. 2021-646 CONSIDERATION OF ORDINANCE NO. 21-2120, AMENDING THE CARSON ZONING ORDINANCE REGARDING PERMITTED USES IN THE INDUSTRIAL ZONES FOR REGULATED AND NONREGULATED SUBSTANCES AND HAZARDOUS MATERIALS, AND REGARDING NONCONFORMITIES FOR USE OF REGULATED SUBSTANCES (CITY COUNCIL)

Item No. 30 was heard after Item No. 26.

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

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

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

Recommendation: 1. INTRODUCE, for first reading by title only and with full reading waived, "ORDINANCE NO. 21-2120, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 9141.1 (USES PERMITTED) OF DIVISION 1 (USES PERMITTED) OF PART 4 (INDUSTRIAL ZONES) OF CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE REGARDING PERMITTED USES IN THE INDUSTRIAL (MANUFACTURING-HEAVY AND MANUFACTURING-LIGHT) ZONES FOR REGULATED AND NONREGULATED SUBSTANCES AND HAZARDOUS MATERIALS, AND ADDING SECTION 9182.46 (NONCONFORMITY FOR USE OR STORAGE OF REGULATED SUBSTANCES AND HAZARDOUS MATERIALS) TO DIVISION 2 (NONCONFORMITIES) OF PART 8 (IMPLEMENTING PROVISIONS) OF CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) REGARDING NONCONFORMITIES FOR USE OF REGULATED SUBSTANCES." (Exhibit No. 1).

ACTION: It was moved to continue the item to November 16, 2021 on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council

Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

DISCUSSION: (Items 31 to 35)

Item No. 31. 2021-720 CONSIDER AN UPDATE FROM THE LEGISLATIVE AD HOC COMMITTEE REGARDING CITY OF CARSON ADVOCACY EFFORTS DURING THE 2021 LEGISLATIVE SESSION (CITY COUNCIL)

Assistant to the City Manager Michael George gave a report.

Jason Gonsalves, with lobbying firm Joe A. Gonsalves & Son, gave an update.

Mayor and City Council thanked Jason Gonsalves for his report.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear spoke about the $3 million funding allocation from Assemblymember Mike Gipson; Senator Steve Bradford obtained zero dollars for Carson.

Jason Gonsalves stated he sent letters of communication support to both the Assembly and Senate Budget Committees depending on the house lead; work with both members of legislature.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the Mayor and City Council follows what staff tells them and to make sure Jason Gonsalves' report is in sync with staff.

City Manager Landers confirmed the allocation is $6 million.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted at the time during the ribbon cutting at Carriage Crest Park the allocation was $3 million and asked why the City Council was not informed.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the City Council was informed and Assemblymember Gipson was going to do a presentation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear informed now $3 million more and glad it is $6 million.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes also noted the City Council was informed by Assemblymember Gipson's representative Jun Aglipay who announced the additional $3 million at a past meeting.

Council Member/Agency Member/Authority Board Member Hilton stated the State Senator allocated $60 million for the CSUDH campus for new construction on the buildings. He would like to include the new infrastructure to be part of Carson and make the community better.

Jason Gonsalves stated he had no intention of contradicting; trying to make clear the legislative process of member requests.

Recommendation: CONSIDER the information presented and PROVIDE direction if desired.

ACTION: The Mayor and City Council considered the information presented.

Item No. 32. 2021-800 CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

City Manager Landers gave a report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked how often staff will provide an update on city projects.

City Manager Landers responded staff will provide an update at the first meeting of each month.

Council Member/Agency Member/Authority Board Member Hicks requested staff to highlight streets going to slurry seal and street repairs.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested highlight of tree trimming.

City Manager Landers noted Item No. 33 will address slurry seal, street repairs, and tree trimming.

Recommendation: CONSIDER this update and PROVIDE input or direction as desired.

ACTION: It was moved to direct staff to provide an update on city projects at the first meeting of each month and to bring back item at the next meeting on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 33. 2021-767 UPDATE ON PUBLIC WORKS' MAINTENANCE ACTIVITIES: CONCRETE, ASPHALT, CRACK AND SLURRY SEAL, GRIND AND OVERLAY, AND TREE MAINTENANCE (CITY COUNCIL)

Director Whitman gave a PowerPoint presentation on the Public Works Maintenance Activities.

Council Member/Agency Member/Authority Board Member Hicks thanked Director Whitman and staff. He asked which type of trees are being trimmed first and if all trees can be trimmed immediately.

Director Whitman responded she would come back with an analysis to get all trees trimmed.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear commented on concrete and asphalt on streets causing bumps when driven over. He stated he would provide a list of constituent service requests to Director Whitman.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to Wilmington Avenue which is great and now working on Central Avenue. She thanked Director Whitman and staff and would like to see the streets like Disneyland. She inquired about other areas for traffic lights.

Director Whitman stated there are planned location of traffic lights this year and going out to request for proposals (RFP).

Council Member/Agency Member/Authority Board Member Hilton suggested staff to make sure to include Planning with new/improvement projects; removing old trees and placing new ones.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that there are trees that come up missing instead of fixing concrete and to save a tree.

Recommendation: RECEIVE AND FILE

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item received and filed with no objection heard.

Item No. 34. 2021-801 COVID-19 UPDATE (CITY COUNCIL)

City Manager Landers presented the item.

Assistant City Manager Roberts gave a PowerPoint presentation on Trends of COVID-19; requiring employees of the mandated COVID-19 testing every other Wednesday; secured Pfizer Vaccine and Booster available every other Wednesday from 1:00 P.M. to 4:30 P.M.

He gave a PowerPoint presentation on potential opening in hybrid options possibly in November.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he supports the hybrid approach.

Council Member/Agency Member/Authority Board Member Hilton noted Governor’s order and to rotate people.

Assistant City Manager Roberts noted option to speak from the Carson Community Center and can rotate speakers.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted screen in the Council Chambers. Assistant City Manager Roberts responded yes.

Council Member/Agency Member/Authority Board Member Hilton stated he would come back to the Council Chambers.

Council Member/Agency Member/Authority Board Member Hicks stated his concern to show vaccination card or tested to enter the Council Chambers and at the Carson Community Center.

Assistant City Manager Roberts stated staff is prepared to handle for the public/residents to show vaccination status card showing proof of vaccination or show proof of negative test result within 72 hours of the meeting. Also, secured opportunity to provide a rapid test and obtain results within 10-15 minutes after taking the rapid test before allowed entry if the other two options are not available.

Council Member/Agency Member/Authority Board Member Hicks asked if the Mayor and City Council are willing to enter the Council Chambers and to allow 18 people to enter and asked where staff will be located.

Assistant City Manager Roberts responded staff will be in their City Hall offices and will be notified when their item is presented.

Council Member/Agency Member/Authority Board Member Hicks stated he can call in and come to the Council Chambers.

Recommendation: 1. APPROVE Disaster Council recommendation to resume In-Person City Council Meetings in November subject to the monitoring of COVID-19 numbers for safety.
2. DISCUSS and PROVIDE any further direction.

ACTION: It was moved to approve staff recommendation and resume City Council meetings starting November 16, 2021 on motion of Davis-Holmes, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 35. 2021-805 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or

2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Parks, Recreation and Cultural Arts Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Marco Aguilera as Alternate 3 to the Parks, Recreation and Cultural Arts Commission.

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Teresita Junio from the Relocation Appeals Board, thereby created a vacancy and subsequently appointed her as Alternate 3 to the Human Relations Commission.

Public Safety Commission

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear appointed Dobard as his uncontested appointment to the Public Safety Commission.

Council Member/Agency Member/Authority Board Member Hilton inquired about his appointee Frankie Stewart on the Senior Citizens Advisory Commission if a conflict of interest since she is an employee.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Manager to investigate if a conflict of interest or not.

Council Member/Agency Member/Authority Board Member Hicks inquired if the Youth Commission is meeting.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the commissions are not meeting until January 2022.

City Manager Landers confirmed commissions are not meeting until January 2022 except for those already approved to meet.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Nora Momoli as Alternate 1 to the Measure C and Measure K Budget Oversight Committee.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SUBSEQUENT NEED ITEM

Item No. 36. UPDATE ON LOCAL RESPONSE TO DOMINGUEZ CHANNEL ODOR ISSUE AND CONSIDER RESOLUTION NO. 21-145 AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE AN ADDITIONAL $200,000 FOR THE LOCAL CARSON RESPONSE TO THE DOMINGUEZ CHANNEL ODOR CRISIS

City Manager Landers gave a report.

Assistant City Manager Raymond elaborated on the report.

City/Agency/Authority Attorney Soltani asked the City Council to also authorize the City Manager to enter into a Reimbursement Agreement with the County that pays for all of the hard costs of the City as described by Assistant City Manager Raymond which is consistent with the County program and all City staff time in implementing the program to help the County. She has a draft Reimbursement Agreement and circulated to the Los Angeles County and emailed to the City Council as part of the record. The County has sent back comments deleting provisions that dealt with costs associated with staff time and the cost that the City's incurring in connection with implementing the program. Staff's recommendation is that the City Council puts it back in and forward to the County because staff is working over the weekends and holidays and if staff is not there helping the County, the county would presumably have to staff with their own people and would cost them.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked City/Agency/Authority Soltani to clarify the recommendation.

City/Agency/Authority Attorney Soltani stated staff's recommendation is for the City Council to authorize the City Manager to enter into the Reimbursement Agreement which covers the program the City is currently implementing that is open to all residents.

City Manager Landers stated the Mayor is referring to the resolution that was brought in last Thursday does not allow staff to work with all the residents and would like to make it clear that we are broadening that authority in addition to the Reimbursement Program.

City/Agency/Authority Attorney Soltani stated she would bring back an amendment to the resolution at the next City Council meeting to ratify what staff has done.

Council Member/Agency Member/Authority Board Member Hilton mentioned to Mark Pestrella that the Hyperion Spill was $600 and that Mark Pestrella would look into.

Council Member/Agency Member/Authority Board Member Hicks encouraged staff with $600 for the air purifiers per 1,000 square foot up to $1,200; they capped the city at $800 and willing to push equity across the board; appreciate the County and also think that this is extra that the City can do; need to call for an independent investigation what the smell really is; concern about the lingering and long-term effects of the smell.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the Los Angeles County is providing the City 500 portable air filters and will purchase the rest which the City is not absorbing costs which will be delivered tomorrow and another 500 in their warehouse and will be ordering more which will cut the City costs. She commended staff for making the decision for the Los Angeles County to absorb all the costs to cut down on City reimbursement.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he appreciates the report on all activities and intervention and to see what happens the next couple of days. The County is expecting three to five days treatment be effective by Sunday.

Council Member/Agency Member/Authority Board Member Hicks concurred with his colleagues and is skeptical what is actually in the channel causing smell; cleanup started Friday, today is Tuesday and smell is still there.

City Manager Landers stated they had very limited supply of the epoleon today and would get adequate supply.

Council Member/Agency Member/Authority Board Member Hilton stated it is unacceptable; take responsibility; how run out of supply; and working on for 15 days later.

Council Member/Agency Member/Authority Board Member Hicks stated today is Tuesday and tired of misinformation, innuendos of being said one thing then turns out to be a lie.

Recommendation: TAKE the following actions:

1. CONSIDER the amendments made to the City's assistance program in the area of resident qualifications due to changed circumstances since the adoption of Resolution No. 21-136; and
2. APPROVE Resolution No. 21-145 Amending the Fiscal Year 2021-2022 Budget to Appropriate an Additional $200,000 for the Local Carson Response to the Dominguez Channel Odor Crisis

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

It was moved to 1) Enter into a Reimbursement Agreement with the Los Angeles County making sure they incur the City's hard costs, soft costs, all costs; 2) Authorize the City Manager to execute the Reimbursement Agreement and the program be expanded to all residents; and 3) Approve Resolution No. 21-145 on motion of Hilton, seconded by Dear and unanimously carried

by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

City/Agency/Authority Attorney Soltani stated she, City Manager Landers and Assistant City Manager Raymond will discuss tomorrow regarding the independent investigator; have experts in mind can retain immediately and look into issue independently; can enter into a contract under the City Manager's signing authority to get them started and develop the scope and bring back at the next City Council meeting if necessary if it is beyond the $25,000 and will start tomorrow.

It was moved for the City Attorney to start the process for an independent investigator on October 20, 2021 on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Council Member/Agency Member/Authority Board Member Hilton commended the Emergency Operations Center team who worked this week and response of Assistant City Manager David Roberts doing great work as Assistant City Manager John Raymond indicated. He appreciates all staff who worked hard.

Mayor/Agency Chairman/Authority Chairman commended Assistant City Manager Raymond who stepped to the plate and did a good job in the absence of the City Manager. Keep moving forward and plan for the Los Angeles County to start paying the costs to free up resource and reimbursement.

ORDINANCE SECOND READING: (None)

MEMORIAL ADJOURNMENTS

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

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago noted there were no names submitted for the Memorial Adjournment Requests. She asked the Mayor and City Council if they had any names to add to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member Hilton requested to add Prophet Roger G. DeCuir to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member Hicks requested to add Collin Powell to the Memorial Adjournment Requests.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she will adjourn tonight's meeting in memory of the names mentioned.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the City Manager to have the United States flag flown at half-staff.

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

This item was heard after Item No. 36.

Robert Lesley called in
Offered comments in support of meeting coming back live; stated concern to address the City Clerk candidate issue with Ms. DeWitt and Ana Meni who each filed a lawsuit; referred to a document of sworn affidavit or testimony from an individual with serious implication regarding Mayor Pro Tem Dear and candidate Ms. Gavino of an immigration matter which needs to be investigated; Carson needs someone to be honest with integrity

Isa Pulido called in
Expressed concern for children and senior citizens in Carson; stop all mobilehome park closures; need to have masks; environmental emergency resources donated to Carson residents; need to act in the interest of the public always; need to build an environmental 24-hour resource center; need leaders and not followers; do not need developer advocates; do not need liars in office; do not need convicted criminals in office; it is time to clean up City Hall and clean up the City; I am the change that Carson needs; working for all residents and asked to vote for him

Malanie McIntosh called in
Offered comments regarding the Dominguez Channel; Council Member Hicks mentioned at the previous City Council meeting smelling the odor prior to it was officially recognized; asked the AQMD how many individuals need to make complaints regarding air quality or smell for them to investigate; what is the threshold; inquired if only test during regular business hours; supports the third party investigation and would be good to find out the factors that contributed to the odor; and how about individuals who work in the City but do not live in Carson; will they be compensated; recommended adding the AQMD contact number to the Carson quarterly report newsletter and on the City website for visibility

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated others may have the same questions. He requested the City Manager to contact Malanie McIntosh, address concerns, and provide information to the general public.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised the speaker to contact the City Manager at 310-952-1728.

City Manager Landers stated she would prepare a question and answer for the general public.

Rick Pulido called in
Announced Modesta Pulido received the Mexican-American Leadership Award on October 5, 2021 for co-founding the Social Justice Committee, Mariachi Academy, Tribute to Cesar Chavez, and Quilt Unity Day at Diana's Restaurant; Happy Hispanic Heritage month; there are still cracks in the Gulf area track; shame on Director Eliza Jane Whitman for doing an unprofessional job of not responding to his calls and emails; commended Congresswoman Nanette Barragan for declaring a state of emergency through the Governor's Office; upset with the City Manager for not being available; reported on the eye sores on Gulf Avenue of the street cracks for seven months; requested to start slurry in the south area of the City and not just the north area; asked why the delay to activate the Environmental Commission

Jesse Marquez called in, Founder and Executive Director of a Coalition for a Safe Environment servicing the Harbor Area
Spoke about the hydrogen sulfide issue misrepresenting information; no truth told of the source of odor; need to ask AQMD refineries emissions of the truths and facts; his organization prepared a six-page detailed fact sheet on hydrogen sulfide; asked who he can deliver the document to in the City

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised Jesse Marquez to deliver the document to the City Manager.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

This item was heard after Memorial Adjournments.

Council Member/Agency Member/Authority Board Member Hilton shared that large businesses would like to assist city residents how they can help; reached out to the city and city has its own foundation and write to the 501c3 but was told the city does not have a foundation. He asked for confirmation.

City Manager Landers stated the City had a foundation and no longer part of the city and when used in the past for donations it took up to a year to have the money transferred to the city.

Assistant City Manager Raymond referred to IRS Code Section 170c1 which allows for the deductibility of a donation of government for public purpose.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear recalled years ago that corporations would donate to the city on a regular basis and receive a tax write off and five years later to be told the city is no longer a 501c3 so could not receive a tax write off any longer. He asked confirmation under 170c1 of the IRS Code.

City/Agency/Authority Attorney Soltani referred to the Carson Community Foundation and there was an issue with the city providing tax write off letters to the donors. She stated she would look into the matter, verify, and get back to the City Council.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated anyone who would like to make a donation to contact the City Manager.

City/Agency/Authority Attorney Soltani clarified that the Carson Community Foundation is an independent foundation that had two Council Members who were members. The Mayor is currently a member and business stakeholder members who are on it as well. Watson Land Company and Marathon each have a representative on it. It is an independent body formed to assist the city in raising funds for charitable events.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she resigned from the Carson Community Foundation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the following items to add to a future agenda:

- Zoning Ordinance to create an amendment to the Zoning Code to have mobilehome park zone in existence
- Recission of the Council agenda ordinance that requires 2/3 vote of Council Members; would like to bring amendment back to be removed

Council Member/Agency Member/Authority Board Member Hicks asked what the plan of action is dealing with PSA (public service announcements) when there is an event, disaster or emergency for disseminating information to the residents.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested a report back regarding Council Member/Agency Member/Authority Board Member Hicks' request. City Manager Landers responded in the affirmative.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hilton stated we are all in this struggle together; for assistance call city staff working Monday through Sunday from 7:00 A.M. to 6:00 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear echoed the Council colleague's comments about working together as a team; make sure with other agencies in association with are relevant to solving the problem and the idea of a plan of action that could be laid out with transparency that needs to publicly brought forward to show them the plan; referred to caller with the questions and would like answers disseminated as well. God bless and work together in unity.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT

The meeting was adjourned at 10:43 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
OCTOBER 25, 2021
10:00 A.M.

CALL TO ORDER:
The meeting was called to order at 10:03 A.M. by Mayor Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Deputy City Clerk Joy Simarago noted the roll:

Council Members Present via Zoom Teleconference:
Mayor Lula Davis-Holmes, Council Member Jawane Hilton, and Council Member Cedric Hicks

Council Members Absent:
Mayor Pro Tem Jim Dear (Joined during discussion of Item No. 1)

Also Present via Zoom Teleconference:
Monica Cooper, City Treasurer; Sharon Landers, City Manager; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; Robert Lennox, Director of Community Services; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hicks led the Pledge of Allegiance.

INVOCATION:

Council Member Hilton gave the invocation.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The following individual called in for comments:

Elliott Lewis – Item No. 2
Stated the catastrophe in the Dominguez Channel has been going on for four weeks and does not understand why the City has not taken any action and should take action now; his crew is having headaches when in the area; recommend an independent investigation by a third party and what is causing the odor; residents are in need of help and offered assistance; recommend providing information to the residents

CONSENT: (Item 1)

Item No. 1. 2021-841 CONSIDER APPROVING RESOLUTION 21-146 DESIGNATING ELECTIONS OFFICIAL (CITY COUNCIL)

Council Member Hilton requested to remove this item from Consent for discussion.

City Manager Landers gave a report.

Council Member Hilton asked when staff was made aware that the Chief Deputy City Clerk resigned and why not brought up as a subsequent need item at the October 19, 2021 City Council meeting.

City Manager Landers responded to his questions.

Council Member Hilton expressed concern of the City Manager's recommendation of Assistant to the City Manager Michael George and if he is qualified to serve as the Elections Official. He noted that former Chief Deputy City Clerk left Thursday prior to the last City Councill Meeting.

Mayor Davis-Holmes asked if the County is running the upcoming election. City Manager Landers responded in the affirmative.

Mayor Davis-Holmes asked if had someone to act when there was no one in place in the past.

City Attorney Soltani stated that the Assistant to the City Manager was designated as the Elections Official in the past in the absence of the City Clerk. She cited the Elections Code that an Elections Official means a clerk or any person who is charged with the duty of conducting an election.

Council Member Hicks inquired if it has been done historically in the past wherein the Assistant to the City Manager can officiate the election.

City Attorney Soltani responded in the affirmative and that the County is running the election and at this juncture her understanding from the City Manager based on conversations with the County, the City has been informed that there is little to none left to do for the City.

City Manager Landers confirmed that staff has been in touch with the County Clerk and also the special election consultant that we have retained and identified that there are minimal activities required by the city at this time.

Recommendation: WAIVE further reading and ADOPT Resolution 21-146 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

CARSON, CALIFORNIA, DESIGNATING AN ELECTIONS OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTIONS TO BE HELD IN THE CITY OF CARSON ON TUESDAY, NOVEMBER 2, 2021 FOR ELECTIONS OF A COUNCIL MEMBER AND CITY CLERK AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA"

ACTION: It was moved to approve staff recommendation and appoint Michael George as the Elections Official on motion of Hicks, seconded by Dear.

During discussion of the motion, Mayor Pro Tem Dear offered comments in support of the item.

The motion was carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, and Council Member Hicks
Noes: Council Member Hilton
Abstain: None
Absent: None

DISCUSSION: (Item 2)

Item No. 2. 2021-840 CONSIDER AN UPDATE ON THE DOMINGUEZ CHANNEL FOUL ODOR AND CONSIDER RATIFYING A PROCLAMATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF CARSON AND REQUESTING A COUNTY AND GOVERNOR'S PROCLAMATION OF EMERGENCY AND PRESIDENTIAL DECLARATION OF DISASTER (CITY COUNCIL)

Item No. 2 was heard after vote of adding Subsequent Need Item No. 3.

City Manager Landers stated Assistant City Manager John Raymond will give a report. She noted three representatives from the Los Angeles County Public Works Director Mark Pestrella, joined by Dr. Muntu Davis, Director of Public Health, and Terrence Mann, representing the South Coast Air Quality Management District (SCAQMD).

Assistant City Manager Raymond gave a report.

City Manager Landers introduced Mark Pestrella, Director of Public Works for Los Angeles County, who gave an additional update on the Dominguez Channel. He announced joined by partner agencies County Public Health, County Health Hazmat, and members of the SCAQMD who will provide a response to the incident. He stated he is also the Chief Engineer of the Los Angeles County Flood Control District. He thanked the Los Angeles County and City officials for working collaboratively to investigate and address the incident including the City of Carson, Los Angeles County Public Health, Los Angeles County Fire Hazmat, South Coast Air Quality Management District, the State Regional Water Quality Control Board, and Federal Government Army Core of Engineers, Federal Government Environmental Protection Agency (EPA) along with other public and private industry partners including County Sanitation District.

City Manager Landers introduced Dr. Muntu Davis, Director of Department of Public Health, who recommended Terrence Mann provide comments first.

City Manager Landers introduced Terrence Mann, Chief of Enforcement for the South Coast Air Quality Management District, who gave a report.

Dr. Muntu Davis, Health Officer for the Los Angeles County Department of Public Health, gave an update; shared health recommendations which are available online at lacounty.gov/emergency; and answering questions, providing technical assistance on how to reduce odors indoors. He spoke about hydrogen sulfide, its effects, and health concerns and gave specific recommendations for residents. Call 211 for relocation assistance if needed; for more information on protective measures, contact the Public Health Community Line at 626-430-9821.

Council Member Hilton asked if outline anything for children; his two daughters have ear infection; how can assure residents that there would be no long-term health issues in regard to their health.

Dr. Davis responded that children are expected to have similar symptoms as adults; individual experience within the same household; levels seen are not expected to cause long term or permanent effects.

Council Member Hilton asked if there is an end date when the community will come back to normal.

Director Pestrella responded that Dr. Davis advised him that the sensitivity of residents varies from one person to the next. The objective is to reduce the hydrogen sulfide emanated to the level that people in the community are not having a nuisance and ultimately abated. He spoke about the unusual condition of the levels of the hydrogen sulfide and steps taken to no longer be a nuisance.

Council Member Hilton asked if can assure that it is not a gas leak.

Director Pestrella responded looked at the air, water and detected no suspicious hydrocarbon in the water.

Council Member Hilton asked what refineries will cause sour water.

(Mayor Davis-Holmes exited the meeting at 10:56 A.M.)

Terrence Mann responded have found no evidence of gas or oil leak through the course of their monitoring or taking of samples that would suggest that it would have to do with some type of refinery release. He noted the interagency team has put great emphasis on the schools with the understanding that the children are the most vulnerable among us and are regularly surveilling the schools using technology keeping track of the numbers around local schools in close proximity to the channel. Also, they are in contact with principals and school staff.

Council Member Hicks inquired about the effects of individuals with underlying health issues.

(Mayor Davis-Holmes rejoined the meeting.)

Dr. Davis responded hydrogen sulfide has not shown to cause cancer in humans; individuals with asthma and heart condition they may be more sensitive to things in the air that may trigger inflammation inside of their air ways. Short term based on levels seen; can smell H2S at very low levels.

Council Member Hicks stated odor ongoing for years and concerned. He asked through the AQMD and Health Department are there ways we can put some type or air monitoring system along the fence line of the channel to let us know it has reached a certain level that is not conducive for people to be near at some point and time.

Director Pestrella responded it is an excellent suggestion and it should be part of the recovery.

Council Member Hicks noted AQMD mentioned they received 3,000 complaints during this cycle and inquired if they received calls prior to the incident.

Terrence Mann stated there are many potential sources in the City of Carson – refineries, tank farms and has not seen anything of this magnitude and working with the interagency team to support the effort.

Council Member Hicks stated the odor permeated throughout the entire city. Earlier Director Pestrella stated the odor was concentrated near the 405 freeway and the channel. In his statement earlier, he stated the highest level of concentration was by 213th and the channel so giving two different locations. It is actually the length of the channel within the main part of the city from Wilmington and 223rd to 190th or Victoria Street. The areas along the channel had a high concentration of smell and concerned people were not being responsive and not coming to their rescue and hope to put something in place to correct it and not be down this road again. Also, for the businesses who lost revenue. He reported he could not enter the Walmart Store during the evening because the odor was so poignant people were choking and running to their cars. Anticipating this will dissipate soon. Causing more headaches in the community between 9:00 P.M. and 6:00 A.M. is the strongest. He wakes up every morning with a headache. There needs to be something done to address the issues the residents and businesses are experiencing.

City Manager Landers advised the Mayor and City Council everyone that the guests need to leave by 11:15 A.M.

Mayor Davis-Holmes stated the local emergency will address Council Member Hicks' concerns because we are urging the Governor and the County on this local emergency that we are proclaiming. She asked could this problem have been prevented and how often was the channel maintained.

Director Pestrella responded they maintain the channel 24/7, 365 days a year. The last planned functional maintenance regime were met. What people can do to help prevent is not put anything other than water in the channel which includes businesses and private residents. The city can help by enforcing their MS4 Permit and making sure that people do not make discharges to the channel. They believe there was an activator of this that created a much larger non-natural event (a natural event being accelerated by an anthropogenic source meaning created by human

beings). He noted Council Member Hicks gave a wonderful idea of an early warning system such as a fixed monitoring system could be put in place. He asked the city to communicate in their Press Conference that everyone should be containing their trash pollutant is a concern. It is illegal to allow anything other than water entering the channel.

Mayor Davis-Holmes stated if the County is monitoring every day would that have been noticed that something illegal was going on in the channel.

Director Pestrella stated he could not comment on it but they were aware that something entered in the channel and their processes caught it.

Mayor Pro Tem Dear asked if there is any connection between the oil refineries and multiple chemical plants in and around Carson as far as do they produce hydrogen sulfide and do they emit hydrogen sulfide into the air or the flood control channel.

Terrence Mann responded yes the refineries have fence line monitoring systems to keep track of hydrogen sulfide emissions. Those monitoring systems loop the whole perimeter and the County receive notifications once thresholds are met.

Mayor Pro Tem Dear asked what other government agencies as far as water quality control state or local regional agencies are involved with solving this problem.

Director Pestrella responded the State Water Regional Water Quality Control Board in our own Los Angeles Regional Water Quality Control Board have regulatory authority over the waters in the area and they enforce specific separate National Pollutant Discharge Elimination System (NPDES) permits on all the refineries and the private properties They also enforce that through the city on residential properties and construction sites. They are currently actively looking at and the referrals have been made to them regarding potential listed discharges.

Mayor Pro Tem Dear stated residents are asking if activator/catalyst and if any connection between the pellet fire and the huge amounts of water that the Fire Department had to utilize to put the fire out and that water goes into the storm drain. Any connection between that and the production of hydrogen sulfide gas at this level and this duration.

Director Pestrella stated the level of dissolved oxygen in the water is an indicator that something ate up the oxygen at a rate faster than what we would see normally and there is a pending investigation to possible lucid substances in the channel but cannot get into detail since it is an ongoing investigation.

Mayor Davis-Holmes requested everyone to come back at the next City Council meeting to allow residents to ask questions directly.

Recommendation: 1. RATIFY the Proclamation Proclaiming the Existence of a Local Emergency in the City of Carson and Requesting a County and Governor's Proclamation of Emergency and Presidential Declaration of Disaster Proclamation and Presidential Declaration of Disaster Proclamation Proclaiming the Existence of Local Emergency in the City of Carson and Requesting a County and Governor's Proclamation of Emergency and Presidential

Declaration of Disaster; and

2. ORDER that a copy of this Proclamation be forwarded to the Los Angeles County Board of Supervisors with the request that they proclaim the County of Los Angeles to be in a state of emergency; and that a copy to be forwarded to the Governor of California with the request that the Governor proclaim the City of Carson and the County of Los Angeles to be in a state of emergency or a concurrence from the Director of the Governor's Office of Emergency Services, and further that the Governor requests a presidential declaration of disaster; and

3. REQUEST that all relevant county, state, and federal regulatory agencies with oversight in, near, or over the Dominguez Channel are requested to expedite any and all permitting processes involving the immediate cleanup and restoration of the channel waters, bottoms, and banks under a state of emergency.

ACTION: It was moved to approve Resolution No. 21-147 and staff recommendations on motion of Davis-Holmes, seconded by Hilton.

During discussion of the motion, Mayor Pro Tem Dear asked the City Attorney how is this item different than the declaration that was made previously by the City Council.

City Attorney Soltani stated the first one was a declaration of public nuisance. This item is one step above a public nuisance which is a proclamation proclaiming the existence of a local emergency in the City and requesting the County and the Governor's proclamation of an emergency.

Mayor Pro Tem Dear stated residents are asking them the questions and like to ask the questions that the residents of Carson are asking them at a public forum so that they can be addressed publicly. Many people have the same questions which is a good way to disseminate the accurate information.

City Attorney Soltani stated the City already sent a letter to the Governor to ask him to declare State of an Emergency which we have not received a response from him. This is now going to the County and asking the County and the Governor again for the same.

Mayor Davis-Holmes stated a call came from the Governor that this is the next step the City needed to implement before he could do anything and once it passes it allows the City to cut through some of the red tape to get this problem solved because there are a lot of agencies that are involved. This was a comment she received from the Governor's Office that this is the next step the City should take than he can get involved and they would move forward.

City Attorney Soltani noted as a housekeeping for the subsequent need item it did not pass since Mayor Pro Tem Dear voted No on the item and you need four affirmative votes under Government Code Section 54954.2(b) to add a subsequent need item.

Mayor Davis-Holmes noted staff will bring back Item No. 3 at a regular City Council meeting with no objection heard.

The motion was unanimously carried by the following vote:

Ayes:	Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Mayor Pro Tem Dear requested the Press Conference be held outside in front of City Hall or in the entrance of City Hall for the public to view the Press Conference.

RECESS:
The meeting was recessed at 11:22 A.M. by Mayor Davis-Holmes to the Press Conference.

RECONVENE:
The meeting was reconvened at 11:58 A.M. by Mayor Davis-Holmes with all members previously noted present.

Mayor Davis-Holmes entertained more speakers at this time.

City Attorney Soltani stated members of the public emailed earlier today and tried to unmute themselves but cannot and want to make sure there is no first amendment issue that people are trying to talk and they cannot unmute themselves. She asked Information Technology (IT) Manager Kevin Kennedy to make sure he is allowing people to unmute themselves.

IT Manager Kennedy asked callers to unmute themselves and noted callers are allowed to unmute themselves.

City Attorney Soltani stated she would like to make sure there is record that there is no technical difficulty and that they have the ability to unmute themselves.

Josephine, Carson resident, called in
Asked what is the contingency plan after three weeks of the incident; does the city have an emergency plan for the residents to evacuate the area longer than October 28th; can the city allocate more money for the matter; why is the City asking the Governor to allocate more funds and does it cover evacuation of the affected residents; does it cover rehabilitation of the Dominguez Channel which involves cleaning up since remediation is the only plan; since the city has a long history of contaminations of soil due to illegal dumping of chemicals from surrounding industries - some examples are the Carousel cleanup and the recent outlet mall built halted due to contaminated soil, will the State of Emergency address the existence of the contaminants in the Dominguez Channel due to the long history of dumping in the channel leading back to 1970 dumping of chemicals; how much more time for the people of Carson has to have suffered smelling this toxic odor for the city officials to act decisively?

Mayor Davis-Holmes asked the City Manager to make note of speaker Josephine's questions and to contact her for answers.

City Manager Landers asked IT Manager Kennedy to provide her contact number. He responded in the affirmative.

Mayor Davis-Holmes requested the City Manager to provide a copy of the responses. She responded in the affirmative.

Council Member Hilton stated he received emails from employees to make sure they are able to telecommute during this tough time because some of them are exposed to headaches especially those with underlying health conditions.

Mayor Davis-Holmes referred the employee telecommute request to the Human Resources Director and City Manager to come up with a recommendation/process for employees. Also, the City needs to have a Town Hall meeting because the incident has been going on for 21 days. She asked the City Manager to schedule a Town Hall meeting similar to the Los Angeles County Supervisor with all the key players with a question and answer session for the residents.

Council Member Hicks stated he was not notified of a Press Conference, therefore, was unable to attend.

Item No. 3. **SUBSEQUENT NEED ITEM TO CONSIDER AUTHORIZING ISSUANCE OF ADDITIONAL CITY CREDIT CARDS AND INCREASING THE CREDIT LIMIT TO $80,000 PER CREDIT CARD FOR USE DURING EMERGENCIES**

Item No. 3 was heard after Item No. 1.

City Manager Landers requested to add a subsequent item addressing the recommendation of allowing staff to go beyond the limited number of credit cards allowed in the city to have some additional credit cards for emergencies with higher dollar limits.

Recommendation: Consider authorizing the issuance of additional City credit cards and to increase the credit limit to $80,000 per credit card for use during emergencies

ACTION: It was moved to add a subsequent need item as the City Manager described on motion of Davis-Holmes, seconded by Hilton and carried by the following vote:

Ayes: Mayor Davis-Holmes, Council Member Hilton, and Council Member Hicks
Noes: Mayor Pro Tem Dear
Abstain: None
Absent: None

During discussion and before vote of Item No. 2., City Attorney Soltani noted the subsequent need item requires four affirmative votes pursuant to Government Code Section 54954.2(b) to add a subsequent need item, therefore, the item did not pass since Mayor Pro Tem Dear voted No.

Mayor Davis-Holmes directed staff to bring back the item at the next regular meeting with no objection heard.

ORAL COMMUNICATIONS (COUNCIL MEMBERS) – None.

ADJOURNMENT
The meeting was adjourned at 12:05 P.M. by Mayor Davis-Holmes.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
Joy Simarago
Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
NOVEMBER 3, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

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

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear led the Pledge of Allegiance.

INVOCATION:

Item No. 1. 2021-825 **PASTOR HECTOR HERNANDEZ, APOSTOLIC TABERNACLE**

Pastor Hector Hernandez clarified he is the Pastor of Emeritus Inspired Church. He gave the invocation.

CLOSED SESSION (Items 2-5)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:06 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:23 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-699 **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Thompson v. City of Carson; LASC Case No. 20STCV21039.

ACTION: No reportable action was taken.

Item No. 3. 2021-856 **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Rafael, Alexy v. City of Carson, Workers' Comp. Appeals Board, Marina Del Rey. WCAB Case No. ADJ9163423.

ACTION: Will take up later in the meeting.

At 9:35 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-838 **CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

Item No. 5. 2021-672 CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION

Recommendation: 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 two cases.

ACTION: Case 1 – No reportable action; Case 2 – The City Council authorized litigation against the County of Los Angeles due to their lack of urgent reaction to the public emergency related to the Dominguez Channel and instructed staff to work with neighboring cities to provide a coalition that deals with this public emergency.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-828 UPDATE ON DOMINGUEZ CHANNEL FOUL ODOR

City Manager Landers introduced Russ Bryden, Incident Commander, Los Angeles County Public Works (LACPW), who gave an update on the Dominguez Channel Foul Odor. He noted questions can be directed to the Joint Information Center at pio@pw.lacounty.gov.

Mayor and City Council offered comments.

Russ Bryden stated he would follow up with the City Manager.

City Manager Landers clarified about the technical meetings that the County, State, and Federal government are working together.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the city has made several requests that Assistant City Manager Raymond, City Manager Landers, and Director Whitman be involved in the process. Russ Bryden stated he would take the request back to the County.

After Item No. 6, Captain Jones reported/announced the following:

- Virtual Town Hall Meeting on October 26, 2021 at 5:30 P.M.
- Trunk or Treat Event on October 30, 2021 went well; offered tips
- Safe Driving Traffic Campaign; addressed commercial vehicle and unattended trailer issues; issued citations and towed 17 trailers; and continuing the efforts
- Homeless Deputies assisted homeless woman who reunited with her family
- Dating crimes; gave safe dating information

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired if the Carson Sheriff Station is offering dating etiquette in the school system. Captain Jones responded to Mayor Pro Tem Dear's inquiry.

Council Member/Agency Member/Authority Board Member Hicks requested Captain Jones to bring new replacement for Sergeant Geramendi at the next meeting. Captain Jones responded he would bring Sergeant Armando Hernandez to a future meeting.

Item No. 7. 2021-123 RECOGNIZING NOVEMBER AS NATIONAL DIABETES AWARENESS MONTH

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the proclamation.

Assistant to the City Manager Michael George noted the recipient is not available.

Item No. 8. 2021-124 PROCLAMATION RECOGNIZING NOVEMBER AS PREMATURITY AWARENESS MONTH

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to continue this item to the next meeting.

This item was heard again after Item No. 9.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the proclamation and presented to Valerie Preston who offered comments and words of gratitude.

Item No. 9. 2021-125 PROCLAMATION RECOGNIZING NOVEMBER AS INDIGENOUS PEOPLES MONTH

Council Member/Agency Member/Authority Board Member Hilton read the proclamation. He stated he sought out an organization to give the proclamation and groups of indigenous peoples and will forward them the proclamation.

Item No. 10. 2021-126 PROCLAMATION RECOGNIZING SMALL BUSINESS SATURDAY

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

Council Member/Agency Member/Authority Board Member Hicks read the proclamation. He noted recipients of the proclamation are GBros Promotional Products and Services by Jeanette Gonzalez and Fresh & Meaty Burgers, Inc. by Shaleah Upshaw.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if Jeanette Gonzalez or Walter Gonzalez was available.

Shaleah Upshaw along with her fiancé and mother accepted the proclamation, offered comments, and words of gratitude.

Item No. 11. 2021-854 **PROCLAMATION RECOGNIZING LA VS. HATE/UNITED AGAINST HATE WEEK**

Council Member/Agency Member/Authority Board Member Hicks read the proclamation. He noted recipients of the proclamation are Christine Cardenas, Member of the LA versus Hate, and Chairperson of Conflict Management Negotiation Peace Keeping is Dr. Brian Jarrett from California State University Dominguez Hills.

Christine Cardenas accepted the proclamation with words of gratitude and offered comments.

Dr. Brian Jarrett accepted the proclamation with words of gratitude and offered comments.

PRESENTATIONS

Item No. 12. 2021-853 **LEGISLATIVE UPDATE FROM SENATOR STEVEN BRADFORD**

City Manager Landers noted Senator Steven Bradford had a conflict with his schedule and will come back at a future meeting.

Item No. 13. 2021-587 **PRESENTATION FROM CALWATER REGARDING WATER CONSERVATION ACTIVITIES IN THE CITY OF CARSON**

City Manager Landers introduced Tammie Myers, Conservation Coordinator, and Ralph Felix, Operations Manager. Tammie Myers gave a PowerPoint presentation on Water-Efficiency Programs.

Director Whitman continued the PowerPoint Presentation on Rebates for Park Equipment Upgrades: Phase I (Q1 2022), Carson's Phase II (Q2-3 2022), Carson's Park Facilities Water Consumption, and Non-Residential Water Consumption.

Tammie Myers continued the PowerPoint Presentation on Non-Residential Water Consumption, Carson's Proposed City Hall Landscape Upgrade, Drought Tolerant Landscape, and Contact Information.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired if there is a program to help residents and businesses replacing valves. Tammie Myers responded to his inquiry and confirmed water conservation information is available on their website.

Council Member/Agency Member/Authority Board Member Hicks referred to the medians throughout the city and asked about the status of reclaimed water.

City Manager Landers stated there is a strong interest in partnering with CalWater on obtaining recycled pipes in the medians but CalWater has not been open to partnering on this matter.

Director Whitman noted in the current Capital Improvement Project (CIP) there are plans for a recycled water master plan and can work with CalWater and West Basin Municipal Water District to make it happen.

Tammie Myers stated she looks forward to setting up a future meeting with the City and West Basin Municipal Water District to move forward in a positive manner.

Council Member/Agency Member/Authority Board Member Hicks requested that the medians look similar to Indian Wells, a plant-based drought tolerant look. City Manager Landers stated she will move forward in that regard.

Council Member/Agency Member/Authority Board Member Hilton referred to Director Lennox who worked on a project in Menifee on reclaimed water with medians and can work with Tammie Myers and Director Whitman. Director Lennox stated he would be happy to help and spoke about the $2 million irrigation system.

Item No. 14. 2021-756 **RECOGNITION FOR VARIOUS INDUSTRIES AND AGENCIES IN THE CITY OF CARSON FOR COMPLIANCE WITH LOS ANGELES COUNTY SANITATION DISTRICT WASTEWATER DISCHARGE REQUIREMENTS FOR 2020**

City Manager Landers introduced Basil Hewitt with the Los Angeles County Sanitation Districts (LACSD). He introduced Jyoti Banaji, Engineer in the Industrial Waste Department of LACSD. She spoke about a special certificate recognition program for the industrial waste dischargers. Each calendar year this program honors industries that have been in full compliance with the sanitation district's industrial waste requirements. This year is the 25th year of the program.

She displayed a list of the 32 industries/companies who received the Certificate of Recognition in recognition of their full compliance with all Los Angeles County Sanitation Districts' industrial waste requirements.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if anything was sent to the companies. City Manager Landers stated it is the plan to do so.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Rick Pulido, Environmental Commissioner - Item No. 17
Offered comments regarding the following: Beautification project; plant attractive plants; reminded the City Manager and Director Whitman to respond to his requests regarding the slurries in District 2 and District 4 which need paving and potholes along 220th Street from Figueroa Street to Avalon Boulevard, 223rd Street from Figueroa Street to Avalon Boulevard; need tree planting; street sweeping issue – trees need to be trimmed for street sweeper; remind the street sweeper ticketing staff to not ticket the residents until after the street sweeper has passed their house; South Coast Air Quality Management District (AQMD) has a meeting regarding the 1109-1 Rule; a letter from the City of Carson and the Environmental Commission discussed and concurred to respond this week which the City Manager and Director Whitman are aware and would hope the City sends a letter which affects the refineries; congratulated new Council Member-Elect Arleen Rojas for her election.

William Koons - Item No. 6
Reported Jesse Marquez' group had a press conference today and is asking the Environmental Protection Agency (EPA) to step in and help the city in that regard; offered solution to the

Dominguez Channel foul odor; the County's process is a temporary solution

Liz Foisia – Item No. 6
Stated the County representative came across pompous and rude; asked what happened to the independent investigation requested by Council Member Hilton; admonish the LACPW representative for his poor presentation; inquired what is the excellent conduit that the County representative referred from the City Manager; Carson residents are getting too little too late

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised Liz Foisia that the City Council instructed the City Manager to move forward with a civil lawsuit, hire an outside investigator, and part of the State's EPA.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he would step aside from the dais and speak as a private citizen and offered the following comments: Congratulated Rick Pulido on being selected as Chairperson of the Environmental Commission; congratulated William Koons on being selected as Vice Chair of the Environmental Commission; congratulated Council Member-Elect Arleen Bocatija Rojas for a job well done on her campaign; congratulated other candidates who won and who did not win for participating in civic engagement to help make democracy work; Oral Communications should be restored to both telephone calls and email messages as previously done at several meetings; have hybrid system that would engage more citizens

Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear congratulated newly elected City Clerk Myla Rahman on a job well done.

APPROVAL OF MINUTES:

Item No. 15. 2021-849 **APPROVAL OF THE MARCH 4, 2021 CITY COUNCIL SPECIAL MEETING MINUTES AND MARCH 11, 2021 SPECIAL MEETING MINUTES**

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 16-27)

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Hilton.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear referred to Item No. 21 and stated he will recuse himself from voting due to owning property although more than 500 feet away to avoid the appearance of impropriety and will establish a none vote on the item nor discussing the item.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Item No. 18 for discussion.

The motion to approve Consent Items No. 16-27, except Items No. 18 and recusal by Council Member Dear for Item No. 21, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 16. 2021-851 **Resolution No. 21-148, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,122,027.47, DEMAND CHECK NUMBERS 159979 THROUGH 160217**

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-827 **CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)**

Recommendation: RECEIVE and FILE this report.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-847 **CONSIDER AUTHORIZING ISSUANCE OF ADDITIONAL CITY CREDIT CARDS; INCREASING THE CREDIT LIMIT TO $80,000 PER CREDIT CARD AND AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR NEEDED EMERGENCY ITEMS IN RESPONSE TO CITY PROCLAIMED LOCAL EMERGENCIES (CITY COUNCIL)**

Item No.18 was heard after approval of the Consent items.

City Manager Landers gave a report.

Director Rahmani elaborated on the report.

Council Member/Agency Member/Authority Board Member Hilton gave an opportunity to City/Agency/Authority Treasurer Cooper to speak on the item.

City/Agency/Authority Treasurer Cooper expressed concern on this item because of the continual challenges that the Finance Department and City Treasurer's Department have with those who hold the P cards. The guidelines are not being followed and explained the ongoing issue. She suggested for emergencies to have one card perhaps she can hold in her department with a credit limit and the credit card be used only for designated emergencies that are designated by the Mayor and City Council.

City Manager Landers stated she does not have a problem with the City Treasurer being given a credit card during emergencies but concern with only one person because if there is an earthquake and the City Treasurer is not available and may not be able to get back to the city, therefore, would like to have two card holders.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if the City Manager has a credit card. City Manager responded yes but did not know the limit. Director Rahmani stated the credit limit is $40,000 that can be increased. The entire city has about $400,000 on all credit cards. The city's credit card resolution approved by the City Council authorized the Chief Deputy City Treasurer to have a credit card but chose not to have one.

City Manager Landers stated the declaration or proclamation of the emergency is what should trigger the use of the credit card and should not be available for any other occasion.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the City Treasurer and City Manager should have one; have open purchase orders (PO's) of all the companies (suppliers) surrounding City Hall to obtain supplies, equipment, etc. for an emergency.

City Manager Landers stated it is part of the staff recommendation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked the City Treasurer her recommendation.

City/Agency/Authority Treasurer Cooper stated as the Mayor suggested that the credit card be used for emergency purposes and be issued by the City Treasurer and City Manager which she has no issue with that as long as the credit card is only used for an emergency. She does not support increasing the credit limit and the need for better control of the guidelines on how to process credit card payments monthly.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked how many credit cards were issued. City Manager Landers responded there are three.

Director Rahmani stated the city has four credit cards: two for Buyers, Emergency Services Manager, and the City Manager.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Treasurer have one in place of one of the Buyers.

Director Rahmani noted the policy is very clear and emphasized the credit card holder's responsibilities and issue another card or two.

City/Agency/Authority Treasurer Cooper stated she did not have a problem to have a credit card. She thought of having a separate credit card with a large credit limit from the P cards for the City Treasurer and City Manager for declared emergency only.

Recommendation: CONSIDER authorizing the issuance of additional City credit cards; to increase the credit limit to $80,000 per credit card and the issuance of purchase orders for needed emergency items.

ACTION: It was moved to direct staff to bring back a resolution in the formulation that the Mayor and City Council can concur on motion of Dear, seconded by Hicks with no objection heard.

City Manager Landers reminded the Mayor and City Council to address the purchase order issue.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to also bring back the issuance of purchase orders for needed emergency items in addition to the issuance of credit cards for the City Manager and City Treasurer and current P cards at the next meeting with no objection heard.

Item No. 19. 2021-835 **CONSIDER APPROVAL OF FINAL TRACT MAP NO. 74940: DEVELOPMENT OF 9 RESIDENTIAL CONDOMINIUM LOCATED AT 123 E. 223RD STREET (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Tract Map No. 74940 for 9 residential condominium units located at 123 E. 223rd Street.
2. MAKE the findings listed in the body of this report.
3. ACCEPT the bonds and improvement securities listed in the body of this report.
4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map on the face of Tract Map No. 74940.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-834 **CONSIDERATION OF: (1) RESOLUTION NO. 21-133, GRANTING CONSENT AND JURISDICTION TO LOS ANGELES COUNTY IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE, CITY OF CARSON, PROJECT NO. 32-37A (L 155-0A) ; AND (2) RESOLUTION NO. 21-134, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROJECT NO. 32-37A (L 155-0A) TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697 (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 21-133 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO LOS ANGELES COUNTY IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE, CITY OF CARSON, PROJECT No. 32-37A (L155-0A)."
2. WAIVE further reading and ADOPT Resolution No. 21-134 "A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE CITY OF CARSON, AND THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROJECT No. 32-37A (L155-0A) TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697."

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-833 **CONSIDER APPROVAL OF FINAL TRACT MAP NO. 76070: DEVELOPMENT OF A FOUR-STORY, 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT LOCATED AT 21809-21811 S. FIGUEROA STREET (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Tract Map No. 76070 for a four-story, 32-unit residential condominium project located at 21809-21811 S. Figueroa Street.
2. MAKE the findings listed in the body of this report.
3. APPROVE and ACCEPT the bonds and improvement securities listed in the body of this report.
4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map on the face of Tract Map No. 76070.

ACTION: Item No. 21 was approved on Consent with recusal by Council Member Dear for Item No. 21 as noted earlier during the vote.

Item No. 22. 2021-832 **CONSIDER AWARDING PURCHASE AGREEMENTS TO QUINN COMPANY, RDO EQUIPMENT COMPANY, AND CRAFCO INCORPORATED FOR THE PURCHASES OF ONE NEW CATERPILLAR 415IL INDUSTRIAL LOADER, ONE NEW CATERPILLAR CB2.7 TANDEM VIBRATORY UTILITY COMPACTOR, ONE NEW VERMEER SC70TX STUMP**

GRINDER AND BUTLER LT712 TRAILER, AND ONE NEW KM INTERNATIONAL KM 8000T ASPHALT HOT BOX TRAILER FOR THE PUBLIC WORKS RIGHT OF WAY AND LANDSCAPE, BUILDING & MAINTENANCE (LBM) DIVISIONS; AND CONSIDER RESOLUTION 21-144 AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET

Recommendation: TAKE the following actions:

1. WAIVE the formal bid process defined by the Carson Municipal Code, Section 2607, as allowed by Section 2605 (1) (ii).
2. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) to issue a purchase order for $183,480.64 to Quinn Company of City of Industry, for the purchases of one new Caterpillar 415IL Industrial Loader for $127,311.57 (Exhibit No. 1) and one new Caterpillar CB2.7 Tandem Vibratory Utility Compactor for $56,169.07 (Exhibit No. 2).
3. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) to issue a purchase order in the amount of $91,390.48 to RDO Equipment Company of Rancho Dominguez for the purchases of one new Vermeer SC70X Stump Grinder and Butler LT712 Trailer (Exhibit No. 3).
4. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) and issue a purchase order in the amount of $53,447.53 to Crafco Incorporated of Fontana for the purchase of one new KM International KM 8000T Asphalt Hot Box Trailer (Exhibit No. 4).
5. ADOPT Resolution 21-144, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET"

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-843 **CONSIDER APPROVING AN AGREEMENT FOR CONTRACT SERVICES WITH ECS IMAGING, INC FOR LASERFICHE CLOUD DOCUMENT MANAGEMENT SERVICES (CITY COUNCIL)**

Recommendation:

1. APPROVE a three-year annual support contract with ECS Imaging, Inc. in an amount not to exceed $39,585.00; with two City options to extend for additional one-year periods (exclusive of the not to exceed amount); and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-842 **CONSIDER AN AWARD FOR MAINTENANCE AND HARDWARE SUPPORT CONTRACT TO INTELLI-FLEX INC. FOR THE AVAYA PHONE SYSTEM (CITY COUNCIL)**

Recommendation:
1. APPROVE a three-year annual maintenance, repair and hardware support contract to Intelli-Flex Inc. for the City's Avaya city-wide phone system, with two City options to extend for additional one-year periods, in an amount not to exceed $51,338.64; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-857 **CONSIDER APPROVAL OF SETTLEMENT AGREEMENT IN THE MATTER OF SANDRA DAVIS V. CITY OF CARSON, ET AL., LOS ANGELES SUPERIOR COURT CASE NO. 20STCV15409 (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. Approve the Settlement Agreement (Exhibit 1).
2. Authorize the City Manager to execute the Settlement Agreement, and any related documents, to resolve the litigation.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-791 **CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT, AS WELL AS RESOLUTION NO. 21-149 ADOPTING THE TENTATIVE AGREEMENT THAT IMPLEMENTS THE SETTLEMENT AGREEMENT FOR NEW SALARY SCHEDULES BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809, REPRESENTING THE UNCLASSIFIED PART-TIME EMPLOYEES BARGAINING UNIT RETROACTIVELY FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2022. PERB CASE NO. LA-CE-1461-M (CITY COUNCIL)**

Item No. 26 was heard after Item No. 32.

City Manager Landers requested an update of the item.

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago noted an updated version of Resolution No. 21-149 accompanied by a Tentative Agreement that the City Clerk's Office received via email from Director of Human Resources Faye Moseley who requested be read into the record.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes confirmed she received the updated version of Resolution No. 21-149 today with no objection heard.

Recommendation: 1. APPROVE THE SETTLEMENT AGREEMENT AND AUTHORIZE THE CITY MANAGER, DIRECTOR OF HUMAN RESOURCES AND RISK MANAGMEENT, AND DEPUTY CITY ATTORNEY TO EXECUTE THE SETTLEMENT AGREEMENT, AND ANY RELATED DOCUMENTS, TO RESOLVE THE LITIGATION.

2. APPROVE RESOLUTION NO. 21-149 ADOPTING THE TENTATIVE AGREEMENT THAT IMPLEMENTS THE SETTLEMENT AGREEMENT FOR NEW SALARY SCHEDULES BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809, REPRESENTING THE UNCLASSIFIED PART-TIME EMPLOYEES BARGAINING UNIT RETROACTIVELY FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2022. PERB CASE NO. LA-CE-1461-M (CITY COUNCIL)

ACTION: Item No. 26 was approved on Consent.

Item No. 27. 2021-761 CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(E) FOR A CONTINUED 30-DAY PERIOD (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)

Recommendation: TAKE the following actions:

ADOPT Resolution No. 21-150, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) FOR A CONTINUED 30-DAY PERIOD." (Exhibit No. 1)

ACTION: Item No. 27 was approved on Consent.

DISCUSSION: (Items 28-32)

Item No. 28. 2021-830 UPDATE ON EMERGENCY NOTIFICATION PROCESS FOR COMMUNITY MEMBERS (CITY COUNCIL)

Item No. 28 was heard after Item No. 18.

City Manager Landers presented the item.

Emergency Services Manager Raymond Cheung presented a video of Alert Southbay; www.alertsouthbay.com and provided ways to register.

Council Member/Agency Member/Authority Board Member Hilton asked how to ensure that everyone is included to be alerted of an emergency. Is there a list operating from? Can we add to the city website for those to opt in? Can we have the flyer posted on social media accounts for everyone to opt in the feature?

Emergency Services Manager Cheung responded that the information is posted on the City website and the Carson Report. He encouraged everyone to register in the system to receive notifications; part of the Everbridge app allows access to the wireless emergency alert system which does not require folks to register which is included in most modern mobile phones. However, the use of the system is restricted for immediate threat of a regional area; system was used during the recent earthquake, Avalon fire, and the Dominguez Channel situation.

Council Member/Agency Member/Authority Board Member Hicks expressed concern that everyone was not notified of the Dominguez Channel odor; not everyone is connected to a computer/new technology and how can residents be reached who may not be technology savvy; need to put something in place that encompasses everyone in the city. He inquired how was the Alert Southbay marketed when it was implemented in the summer as he did not receive an alert.

Emergency Services Manager Cheung stated The Walking Man was used to provide information to the residents and can do more publicity around Alert Southbay.

Council Member/Agency Member/Authority Board Member Hicks would like staff to ensure to have something in place to notify all residents of an emergency in the city and how to get help.

City Manager Landers noted there are two levels of use for the alert system and requested Emergency Services Manager Cheung to explain the emergency and who it would alert when it is an emergency which is different from the sign-up system.

Emergency Services Manager Cheung explained the Everbridge system with the different ways to reach folks – require opt in and encourage folks to register. There is a listing of landlines in the system because of Federal Communications Commission (FCC) regulations and can only access those using when there is an immediate threat to life safety; that restriction makes it harder to use that database which was used after the Avalon fire for the area surrounding the property to notify the residents. There is also the wireless emergency alert that is standard on cell phones. There are varying levels of ability to send messages and encourage the opt ins because those are the ones that are most flexible to send messages to reach people.

City Manager Landers stated if there was to be considered a life-threatening danger then would be able to utilize the rotary phones and the alert system to cell phones.

Emergency Services Manager Cheung discussed the wireless emergency alert system.

City Manager Landers stated the Dominguez Channel incident has not been defined as a life-threatening emergency, therefore, was not able to utilize those particular systems that Emergency Services Manager Cheung spoke about that would be for a life-threatening emergency which is why would like people to sign up for Alert SouthBay. The sign-up system gives more flexibility to update folks.

Council Member/Agency Member/Authority Board Member Hicks expressed the Dominguez Channel incident is life threatening for individuals suffering from the incident and would like the same urgency and something in place that will address disseminating information to the residents.

City Manager Landers requested Emergency Services Manager Cheung to explain the trigger for the emergency call out.

Emergency Services Manager Cheung stated staff asked about using the system to reach landlines early on and the Alert SouthBay administrator advised that it would not be within the FCC regulations looking at the immediate life threatening. The message would have some called action to direct them to take immediate action within the next few minutes to protect life or property that is generally what they are looking for using the landline database. Not everyone has landlines, therefore, the system is limited.

Council Member/Agency Member/Authority Board Member Hilton echoed the sentiments of Council Member/Agency Member/Authority Board Member Hicks. Staff needs to look at another or additional alert system for the city because who is Alert SouthBay to determine the level of life-threatening emergency in the City of Carson.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated this was a test on how responsive we are to the residents; expressed concern if the city has a major earthquake how will we respond. She asked how the residents will be notified if the city had to evacuate.

Emergency Services Manager Cheung stated will use every avenue that Alert SouthBay offers including registered cell phones, landlines, and the wireless emergency alert system which is similar to the Amber alerts.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the city is learning through this emergency, focus how to correct the situation, and come up with something palatable for the City Council.

Recommendation: TAKE the following actions:
1. Receive and file

ACTION: It was moved to direct staff to come back with a new plan of action on how to address in mobilizing the community of any disaster and how the information will be disseminated to the residents on motion of Hicks, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council

Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 29. 2021-831 **CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE NO. 21-2121 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 TO ARTICLE V (COMMENCING WITH SECTION 51101 ET SEQ.) OF THE CARSON MUNICIPAL CODE, ENTITLED 'SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION,' TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CITY COUNCIL)**

City Manager Landers introduced Lona Laymon from the City Attorney's Office and Director of Public Works Eliza Jane Whitman and presented the item.

Lona Laymon, Aleshire and Wynder, gave a PowerPoint presentation.

Michelle Nicholls, Waste Resources (WRI), introduced herself.

Recommendation: TAKE the following actions:
1. INTRODUCE and READ, by Title Only and with Further Reading Waived: "ORDINANCE NO. 21-2121 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 TO ARTICLE V (COMMENCING WITH SECTION 51101 ET SEQ.) OF THE CARSON MUNICIPAL CODE, ENTITLED 'SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION,' TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT."

ACTION: It was moved to waive further reading and introduce Ordinance No. 21-2121, as read by title only, on motion of Dear, seconded by Hilton.

During discussion of the motion, Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated WR is working lead on an outreach program for the residents and implemented by first of the year. She asked if they came up with a plan to address community outreach and educate

the residents and businesses.

Michelle Nicholls stated they are still working out the details which will be a collaborative effort between the Public Information Office and WR.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the fee increase for the residents.

Michelle Nicholls stated the fee increase is yet to be determined because functionally have a good system in place (3 color container system); it is a matter of making sure that the green cart now includes the mixed organics. There will be a shift in processing costs. There have been pilot projects around the state the past two years; a few cities have started servicing the revised 3 color container system in residential communities but there is not a lot of data to support the cost of each household/account; will work it out as the program moves along and if need to make equipment changes that will also bear a cost which is uncertain at this point.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the logistic plans of the waste containers. Michelle Nicholls responded that it is yet to be determined; spoke about the separation of green waste from the rest of the organics; use of bags; will have list of items for use of 3 color container system.

Council Member/Agency Member/Authority Board Member Hicks asked what goes into the black trash container. Michelle Nicholls gave examples of items which is also available on the website.

The motion was unanimously carried by the following vote:

Ayes:	Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Item No. 30. 2021-824 **COVID-19 UPDATE (CITY COUNCIL)**

Recommendation: 1. DISCUSS and PROVIDE any direction.

ACTION: Presentations were made and discussion was held as follows:

Emergency Services Manager Cheung gave a PowerPoint presentation on Trends of COVID-19; COVID-19 Vaccine & Booster; and Vaccine Approved for Ages 5-11.

Director Lennox gave a PowerPoint presentation on the Halloween Drive-Thru that was held on Sunday, October 31, 2021 from 5:00 P.M. to 8:00 P.M. with slides highlighting the settings from the Halloween Drive-Thru.

Council Member/Agency Member/Authority Board Member Hicks informed the City Manager that Phillips 66 and Chick-fil-A were spelled incorrectly under Donations on the Halloween flyer that

Director Lennox displayed in his presentation. City Manager Landers noted the corrections.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Director Lennox and his staff for a job well done.

City Manager Landers spoke about the Pfizer Vaccine & Booster and Moderna Vaccine & Booster.

Item No. 31. 2021-515 **CONSIDER RESOLUTION NO. 21-142 SETTING A TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC AND SYWEST DEVELOPMENT, LLC WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 AND RESOLUTION NO. 13-099 REGARDING VEHICLE STORAGE FACILITIES AT 20151 SOUTH MAIN STREET (CITY COUNCIL)**

Director Naaseh gave a report.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-142, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING A TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC AND SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 AND RESOLUTION NO. 13-099 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY AT 20151 SOUTH MAIN STREET, CITY OF CARSON (CITY COUNCIL)"

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 32. 2021-850 **CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE

members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Economic Development Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Ted Cordova and Trini Jimenez from the Economic Development Commission.

It was moved to ratify the Mayor's removal of Ted Cordova and Trini Jimenez from the Economic Development Commission on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Youth Commission

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear appointed Miguel Domingo as his uncontested appointment to the Youth Commission.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Rochelle Hall as Alternate 2 to the Measure C and Measure K Budget Oversight Committee.

It was moved to ratify the Mayor's appointment of Rochelle Hall as Alternate 2 to the Measure C and Measure K Budget Oversight Committee on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None

Abstain: None
Absent: None

MEMORIAL ADJOURNMENTS

This item was heard after Item No. 26.

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago offered prayers and condolences to the families who lost their loved ones and requested this evening's meeting be adjourned in memory of the following:

Christopher Smith
Edith Medina
Vera Thompson
Carole Keen

Council Member/Agency Member/Authority Board Member Hicks requested to add Calvin Alexander to the Memorial Adjournment Requests.

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

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) – None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the following items be placed on a future agenda:

- Moiblehome Park Zoning Ordinance
- Ordinance to rescind the 2/3 super majority agenda ordinance

Council Member/Agency Member/Authority Board Member Hilton acknowledged Trini Jimenez for delivering a check for $10,000 from Watson Land Company, a check for $10,000 from Carson Companies, and a check for $5,000 from Alpert & Alpert to the City Treasurer's Office today to help the City accommodate residents into hotels and provide purifiers to help with the Dominguez Channel issue. They wanted to be good neighbors and business stewards to help in the efforts of relief. He wanted to make sure Watson Land Company, Carson Companies and Alpert & Alpert were acknowledged.

Council Member/Agency Member/Authority Board Member Hicks inquired about a homeless plan. He asked what is in place for the homeless people in the city; if have a homeless plan, when is it going to be executed or the process. The city website needs to be updated.

Mayor/Agency Chairman/Authority Chairman Davis-Holme requested the City Manager to bring back a report regarding the homeless issue at the next council meeting. She requested the City Manager to review the ordinance addressing the homeless that was recently passed by Los Angeles.

Council Member/Agency Member/Authority Board Member Hilton congratulated Myla Rahman for her election and a job well done. He congratulated Arleen Rojas for her election and all the candidates who ran for office. He looks forward to working with the new team.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes congratulated all the candidates.

City Manager Landers stated IT Manager is working on updating the city website.

Council Member/Agency Member/Authority Board Member Hicks requested the City Manager to bring back an informational item regarding the status of the city website. City Manager Landers responded in the affirmative.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes commended staff, her colleagues, and the City Attorney for taking the next step in filing a lawsuit against everyone who is involved with the Dominguez Channel incident. She is aware that there was a request to contact the State Environmental Protection Agency and recommendation to hire a consultant to investigate and help the city to solve the problem. Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Manager to confirm.

City Manager Landers confirmed the agency was asked to be involved.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that together will get through this and residents can call 310-830-7600 that is still available. She stated does not know how effective the 211 number is through Public Works since she received complaints about the number. She thanked staff for working the Emergency Operations Center (EOC) around the clock. The City is moving forward and will do what we have to do to make it happen.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he requested at the Press Conference today that the Federal EPA do a thorough and precise investigation as to the real cause of the stench affecting the city negatively; situation has to be cured as soon as possible; congratulated Myla Rahman and Arleen Rojas for their election; expeditiously move forward with certifying the election as soon as the County Board of Supervisors receives the document from the Los Angeles County Registrar Recorder County Clerk's Office as soon as they approve it.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the election results to be certified at a regular City Council Meeting in December.

City Manager Landers noted the County usually certifies the election results in the beginning of December. The City's first meeting in December is on December 7, 2021 and if the County certifies before then, the City could certify the election results. Otherwise, the City can certify on December 21, 2021.

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

City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS:
The meeting was recessed at 9:25 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 9:35 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 3
No reportable action was taken.

ADJOURNMENT
The meeting was adjourned at 9:36 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
NOVEMBER 16, 2021
5:00 P.M.

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

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

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Council Members/Agency Members/Authority Board Members Absent:
Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear (Entered at 5:11 P.M.)

Also Present:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-885 **PASTOR JOHN SHOBER, CARSON HOPE CHAPEL**

Pastor John Shober gave the invocation.

CLOSED SESSION (Items 2 to 4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear entered the meeting at 5:11 P.M.)

RECESS:
The meeting was recessed at 5:14 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 6:21 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present including Dear.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-862 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)**

Recommendation: 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 case.

ACTION: No reportable action was taken.

Item No. 3. 2021-890 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
Carter-Spencer Enterprises, LLC v. City of Carson, et al., Los Angeles Superior Court Case No. 21STCP02987.

ACTION: No reportable action was taken.

Item No. 4. 2021-892 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding

pending litigation to which the City is a party. The title of such litigation is as follows:
Socorro Magana v. City of Carson, et al., Real Party in Interest Carter-Spencer Enterprises, LLC, Los Angeles Superior Court Case No. 21STCP03033.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 5. 2021-867 **REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION**

Captain Jones reported/announced the following:

- Met threshold - Deputies will have body worn cameras in the near future
- Homeless Team Deputies dealing with homeless lady; criminals preying on them and made arrests; commended the Homeless Team Deputies; thanked Mayor and City Council for their support
- Thefts at Target, Lowes, Home Depot and other stores; Community Relations Sergeant met with retail owners in the area; advised residents to report thefts
- Thanked the Mayor and City Council for inviting them last week to honor the veterans at the Veterans event and were given the opportunity to speak; thanked the veterans for all their service and sacrifice
- Blood Drive in conjunction with the American Red Cross on Tuesday, November 23, 2021, from 10:00 A.M. to 4:00 P.M.
- Holiday Toy Giveaway; accepting applications; toy distribution on December 11, 2021; for more information, contact the Community Relations Office at 310 830-1123 or via email at carsoncomrel@lasd.org
- Introduced new service area Lieutenant Joey Bolder who offered comments
- Introduced Community Relations Sergeant Armando Hernandez taking over for Sergeant Veramendi who offered comments

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments.

Captain Jones thanked the Mayor and City Council for their support of the hard-working men and women who work at the Carson Sheriff Station.

Mayor and City Council thanked Captain Jones for introducing Lieutenant Joey Bolder, Community Relations Sergeant Armando Hernandez, and their work in the community.

Council Member/Agency Member/Authority Board Member Hilton also thanked Captain Jones for patrolling the University area (99 Cent Shopping Store) which he has seen a decrease in loitering in the area. He asked staff to partner with the County Supervisor when they release individuals from Harbor-UCLA Medical Center to release them back to the community they came from as opposed to releasing them in Carson.

Captain Jones stated he would continue to make the Avalon/University area a priority. He reported they also had a meeting with the representative from District 2 regarding the release of

individuals and transportation issue.

He wished everyone a safe and Happy Thanksgiving.

Item No. 6. 2021-880 **REPORT FROM ASSISTANT CHIEF BENNETT OF LOS ANGELES COUNTY FIRE DEPARTMENT**

Assistant Chief Bennett thanked Captain Jones and the Carson Sheriff Deputies for doing a fantastic job supporting the firefighters. He reported on the following:

1) Dominguez Channel issue: While the local fire stations are not immediately involved in the Dominguez Channel incident, the Chief of Health Hazmat and his Assistant Chief are routinely on their daily conference calls; health hazmat inspectors testing the air and waters every day and the levels are being reduced at the seven bridges; conference calls every day with the South Coast Air Quality Management District (SCAQMD), Public Works, and Public Health. They are part of the joint operations with the tactical board, county, and city officials conference calls. The are staying involved as much as they can.

2) Avalon Fire that occurred on September 30, 2021: Health Hazmat Division just approved the cleanup plan that was submitted by the property owner's attorney; Clean up started this morning at 7:00 A.M. and will be daily from 7:00 A.M. to 5:00 P.M. with anticipated completion middle to late December 2021; Health Hazmat Division looked at the report and continue to monitor the water and product that are at the Avalon Fire

3) Statistics for the month of October

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Assistant Chief Bennett for his report.

Council Member/Agency Member/Authority Board Member Hicks inquired how often Assistant Chief Bennett will be providing a report. City Manager Landers responded that Assistant Chief Bennett indicated he would provide a report regularly at the meetings.

Council Member/Agency Member/Authority Board Member Hilton asked Assistant Chief Bennett to explain the levels of hydrogen sulfide (H2S). Assistant Chief Bennett explained the levels of hydrogen sulfide that it is safe and does not pose a health threat.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Assistant Chief Bennett for coming to the meeting.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced and welcomed Council Member-Elect Arleen Rojas who will be representing Council District 4.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted he invited newly elected Council Member Arleen Rojas and newly elected City Clerk Myla Rahman to the City Council meeting and Myla Rahman was unable to attend the meeting.

Council Member-Elect Arleen Rojas offered comments, looked forward to meeting everyone, and working as a team.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the Swearing In Ceremony will be held on December 7, 2021 which was confirmed by City Manager Landers.

The City Council welcomed and congratulated Council Member-Elect Arleen Rojas and City Clerk-Elect Myla Rahman.

Item No. 7. 2021-868 **PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL DIABETES AWARENESS MONTH**

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the proclamation which was accepted by Dobard, 85 years old, who offered comments and words of gratitude.

PRESENTATIONS

Item No. 8. 2021-891 **LEGISLATIVE UPDATE FROM ASSEMBLYMAN MIKE A. GIPSON**

Assemblyman Mike Gipson spoke about the importance of being vaccinated. 2021 was a bad year losing family and friends due to the COVID-19 pandemic and was a good year receiving a robust budget.

He gave a legislative update as follows:

Governor Gavin Newsom signed the following bills he presented:

Assembly Bill (AB) 958 - Ban police gangs
AB 651 - Hold cemetery operators accountable and not walk away from their responsibilities
AB 490 - Prohibit law enforcement once in custody to use any technique or method to cut someone's ability to breathe
AB 1196 – Prohibit carotid artery restraint or choke hold

Employment Development Department (EDD) – Unemployment benefits; visit website: www.asm.ca.gov/gibson

At a past City Council meeting, he presented $3 million to the City of Carson to renovate Carriage Crest Park. The Mayor requested additional money and he presented an additional check for $3 million. He thanked speaker Anthony Rendon and Governor Gavin Newsom for making this possible.

He noted additional money to be delivered to the following:

$10 million given yesterday to Martin Luther King Community Hospital
$50 million to Charles Drew University of Medicine and Science
$20 million to California State University Dominguez Hills

Monies are part of the $2.2 billion he was able to obtain for the 64th State Assembly District.

The Mayor and City Council invited Assemblyman Gipson for a photo opportunity.

Assemblyman Gipson stated he will be sending the annual survey asking residents what they would like on his agenda for next year 2022; encouraged residents to complete the survey.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested assistance for the Foisia Park renovation. Assemblyman Gipson stated he would immediately work on her request.

Council Member/Agency Member/Authority Board Member Hilton applauded Assemblyman Gipson for his work and requested a section of a park be named after him and requested staff to bring back an item to a future meeting.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he appreciates Assemblyman Gipson for always making Carson a part of the 64th Assembly District.

Council Member/Agency Member/Authority Board Member Hicks thanked Assemblyman Gipson who also requested a section of a park be named in his honor after the park renovations.

Assemblyman Gipson thanked Council Member Hilton for his offer but respectfully declined and stated he is honored, blessed, and grateful to the Mayor and City Council and will continue to serve the city.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

This item was heard after Item No. 26.

Brandi Murdock - Item No. 26
Addressed items of what the City Council is doing pertaining to outreach working in tandem with the County; $300,000 is a small amount of money for State of Emergency; concerned many residents are not aware of what is going on and is it not your concern as well; social media pages and websites do not make a clear mention of the emergency and how to get help; have to make an appointment to enter City Hall; thanked employees and staff for their hard work; consider a task force to answer questions and meet residents adhering to COVID-19 guidelines is necessary; residents need direction; How is the City Council interacting with the County directly?; there seems to be a disconnect as it relates to working together for the community; the County is working; do not need another lawsuit, need action; How is the city ensuring safe remediation?; status of Council Member Hilton's request for private investigator; referred to County's comments regarding remediation

Speaker – Item No. 26
Stated residents are being evacuated from hotels without replacement and others are being asked to pay for second car who are in a hotel that is $200 a week; Who has that to give especially in a dire situation?; this is a State of Emergency; has city support as well as others and just want to see the City get this right yet had several town hall meetings; answers are vague and many questions; ineffective air purifiers; lost hotel reservations; counting on the Mayor and City Council to stand up for the residents

APPROVAL OF MINUTES:

Item No. 9. 2021-876 **APPROVAL OF THE MARCH 16, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES**

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 10 to 27)

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Dear.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Items No. 15, 16, and 23 for discussion.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to remove Items No. 17 and 19 for discussion.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Item No. 26 for discussion earlier in the meeting which was heard after Item No. 8, with no objection heard.

The motion to approve Consent Items No. 10-27, except Items No. 15, 16, 17, 19, 23 and 26, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 10. 2021-886 **CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2021**

Recommendation: RECEIVE and FILE.

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2021-878 **Resolution No. 21-10-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $28,947.50, DEMAND CHECK NUMBERS HA-001872 through HA-001875**

ACTION: Item No. 11 was approved on Consent.

Item No. 12. 2021-879 **Resolution No. 21-10-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,784.30, DEMAND CHECK NUMBERS SA-001840 THROUGH SA-001842**

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2021-877 **Resolution No. 21-154, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,069,037.09, DEMAND CHECK NUMBERS 160218 THROUGH 160411**

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2021-874 **CONSIDER AWARDING A CONSTRUCTION CONTRACT TO BEADOR CONSTRUCTION COMPANY, INC. FOR PROJECT NO. 1665: 189TH PEDESTRIAN BRIDGE REPAIR AND CONSIDER RESOLUTION NO. 21-159, AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1665 - 189th Pedestrian Bridge Repair in the amount of $506,700.00 to the lowest responsive and responsible bidder, Beador Construction Company, Inc.
2. AUTHORIZE the expenditure of construction contingency, if necessary, in an amount not-to-exceed $76,005 (15%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project.
3. ADOPT Resolution No. 21-159, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET"
4. AUTHORIZE the Mayor to execute a Construction Contract following approval as to form by the City Attorney.

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-822 **CONSIDER AWARDING A CONTRACT TO GREAT SCOTT TREE SERVICES INC. TO PROVIDE TREE MAINTENANCE SERVICES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 30, 2024 (CITY COUNCIL)**

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

Council Member/Agency Member/Authority Board Member Hicks requested a staff report.

City Manager Landers gave a report.

City/Agency/Authority Attorney Soltani stated she obtained the revised copy of the contract from Director Whitman. The contractor changed the commercial general liability insurance that is in the contract from $5 million to $2 million per occurrence and $4 million instead of $10 million in the aggregate. The amounts were forwarded to Risk Management which they approved that is sufficient insurance. She has a revised copy of the contract which she emailed to the City Council.

Council Member/Agency Member/Authority Board Member Hicks expressed concern not knowing that they changed their liability coverage. He asked the City Attorney if it is fine based on her expertise. She referred Council Member Hicks to Risk Management.

Council Member/Agency Member/Authority Board Member Hicks asked why the liability insurance was reduced.

Scott Griffiths, owner and founder of Great Scott Tree Service, stated his understanding in the bid request for proposal (RFP) that it was a $2 million liability with a $4 million cap which they originally bid on; when they received the contract, it was changed to $10 million; can go to the higher amount but there is a higher cost to the city to do so; honoring what was stated in the original bid.

City Manager Landers stated staff to confirm contract change.

Mayor and City Council were in consensus to bring back the item.

City Manager Landers stated the item will be brought back at the next City Council meeting.

Recommendation: TAKE the following actions:
1. AWARD a three-year contract to Great Scott Tree Services, Inc. in the amount of $2,500,615.00 to provide tree planting and maintenances services for the period of January 1, 2022 through December 30, 2024 with two additional one-year extensions at the City's sole discretion; AND
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney and REQUIRE any exercise of the optional extension to be presented to the City Council for approval.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to

December 7, 2021, with no objection heard.

RECESS:
The meeting was recessed at 7:55 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

RECONVENE:
The meeting was reconvened at 8:00 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

Item No. 16. 2021-866 **CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT (18-097) WITH WEST COAST ARBORIST, INC., FOR TREE MAINTENANCE SERVICES TO THE CITY AND CONSIDER RESOLUTION NO. 21-156, AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE AMOUNT OF $750,000 (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Amendment No. 3 to the Agreement for Contract Services by and between the City of Carson and West Coast Arborists, Inc. to increase the contract sum by $656,588.03 for one additional year to provide tree maintenance services such that the total cost of the Contract Agreement does not exceed $2,796,204.09.
2. AUTHORIZE a contingency, if necessary, in the amount of $91,922.32 (14%) for change orders and any unforeseen problems that may arise.
3. WAIVE further reading and ADOPT Resolution No. 21-156, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET."
4. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 17. 2021-869 **CONSIDER ADOPTING RESOLUTION 21-151, AUTHORIZING ISSUANCE OF TWO CREDIT CARDS TO CITY TREASURER AND TO THE CITY MANAGER WITH A TOTAL CREDIT LIMIT OF $300,000 WHERE THE USE OF THE CREDIT CARD WILL BE AUTHORIZED ONLY DURING CITY COUNCIL**

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear expressed concerns on this item and requested to continue the item.

Recommendation: ADOPT Resolution No. 21-151, AUTHORIZING ISSUANCE OF TWO CITY CREDIT CARDS TO THE CITY TREASURER AND TO THE CITY MANAGER WITH A TOTAL CREDIT LIMIT OF $300,000.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to December 7, 2021, with no objection heard.

Item No. 18. 2021-865 **CONSIDER RESOLUTION 21-152 APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FOR CARRIAGE CREST PARK (CITY COUNCIL)**

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-152, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPLICATION(S) FOR SPECIFIED GRANT FUNDS."

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-419 **CONSIDER APPROVAL OF THE OPERATION AND MAINTENANCE SUPPORT AGREEMENT WITH THE LOS ANGELES COUNTY SANITATION DISTRICT NO. 2, TO SUPPORT THE CITY IN REQUIRED MANAGEMENT AND INITIAL STARTUP FOR PROJECT 1515-CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK AND CONSIDER RESOLUTION NO. 21-160 AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000 (CITY COUNCIL)**

Item No. 19 was heard after Item No. 17.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear expressed concerns locking in residents to pay the stormwater capture facility permanently and requested to continue this item.

City Manager Landers stated she will need to confirm when the project will start for a better understanding of the urgency of the item.

Director Whitman responded the next City Council meeting would be the latest to address this item.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if item is required. City Manager Landers stated there is a requirement now that the water reclamation tanks have been placed underground. She discussed the County of Los Angeles operations and maintenance

cost.

Director Whitman stated she feels fortunate that the Los Angeles County is willing to do the project and offered to do services for the city. They will be writing an Operations and Maintenance Plan. She spoke about the Machado Lake.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the County should help pay for the prevention of the contamination of their lake.

Director Whitman discussed county services.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear recommended staff to renegotiate a better deal for the City.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated it must be done.

City/Agency/Authority Attorney Soltani cautioned the City Council there is an agreement the City received $13 million in grants to do the project and obligations associated with it; need to comply with the terms of the grant in place received to do the project and the MS4 Permit obligations are obligations all cities have to comply. She cautioned the City Council there may be liability for not complying with the grant funds.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if item passed and come back for room to negotiate and reconsider. She asked Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear to meet with staff and come back for reconsideration.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he begged to differ with the Mayor and City Manager and the need to renegotiate.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked what will change from now until December 7, 2021.

Director Whitman responded that the contract is for startup phase of the plant and discussed the Operation and Maintenance Costs.

Council Member/Agency Member/Authority Board Member Hicks asked staff if it is correct to request an increase to the budget by $250,000 which is already budgeted this fiscal year.

Director Whitman responded yes and normally construction projects have a startup phase and this construction project did not because it was not the city’s funds.

Council Member/Agency Member/Authority Board Member Hicks stated as mentioned by Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear if going to be an ongoing $250,000 in perpetuity.

Director Whitman stated it is a startup phase and after the startup phase, the Operations and Maintenance Costs will be in perpetuity.

Council Member/Agency Member/Authority Board Member Hicks asked the amount.

Director Whitman stated she did not know yet until startup and will know then the monitoring requirements. They will provide an Operations and Maintenance Manual then request for proposal (RFP) for quotes for cost to operate.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated it will be millions of dollars over the years.

City/Agency/Authority Attorney Soltani stated perhaps Director Whitman and herself can meet with Mayor Pro Tem Dear to understand.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated meeting between now and December 7, 2021 would be fine.

City/Agency/Authority Attorney Soltani understands renegotiate the Operations and Maintenance Costs.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated looking at history of the litigation in court and how Carson is getting stuck paying lots of money.

Director Whitman stated in the startup phase can start process of negotiating with the Los Angeles County Public Works, if any contributors.

Recommendation: TAKE the following actions:

1. APPROVE the Operations and Maintenance Support Agreement with the County Sanitation District No. 2 of Los Angeles County, to support the City in the required management and initial startup for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park for a negotiated fee of not-to-exceed $250,000.00.
2. APPROVE Resolution No. 21-160, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000."
3. AUTHORIZE the Mayor to execute the Agreement and the Resolution, following approval as to form by the City Attorney.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to December 7, 2021, with no objection heard.

Council Member/Agency Member/Authority Board Member Hicks stated the document given did not say that it was a one time for the startup and the Operations and Maintenance is separate. He requested staff to separate in the report the two that the $250,000 is needed because it was short in the current budget year to do the startup and for the City Attorney and Mayor Pro Tem to discuss with the City Council to renegotiate the Operations and Maintenance going forward.

Director Whitman clarified the Operations and Maintenance is going to start in April/May after startup project is completed.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated 44% is the grant and 56% is what the taxpayer will pay.

Director Whitman stated it is not a grant which is what the Los Angeles County Public Works knowing that is their portion of the stormwater in the water shed that is theirs and the city pays 56%.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked what 44% and 56% are in dollar figures.

Director Whitman responded she does not know until the startup phase, receipt of the Operations and Maintenance Manual, and understand exactly what the tasks are. Next step is to solicit RFPs and will find a vendor who will operate and maintain the plan for the city.

City Manager Landers stated she will bring back the item.

Item No. 20. 2021-817 **CONSIDER APPROVAL OF A PURCHASE OF THERMAL POOL COVERS FROM LINCOLN AQUATICS FOR THE CARSON POOL AND DOMINGUEZ AQUATIC CENTER (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the purchase of thermal pool covers from Lincoln Aquatics for $21,208.59 (Exhibit No. 1).

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-837 **CONSIDERATION OF APPROVAL OF CONTRACT SERVICES AGREEMENT FOR MAINTENANCE AND HARDWARE SUPPORT FOR TWO HEWLETT-PACKARD (HP) SERVERS TO ABTECH TECHNOLOGIES (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. WAIVE the bidding requirements for the Cason Municipal Code (CMC) pursuant to CMC Section 2611(e) ("Sole Source Purchasing"); and
2. APPROVE a five-year agreement for contract services with Abtech Technologies in the amount of $50,862.00; and
3. AUTHORIZE the Mayor to execute the same upon approval as to form by the City Attorney.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-724 **CONSIDERATION OF APPROVAL OF AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH SHI INTERNATIONAL, CORP. FOR WINDOWS SERVER LICENSING, OFFICE365 & MIMECAST SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Amendment to Contract Services Agreement with SHI International, Corp.; and
2. AUTHORIZE the Mayor to execute the Amendment to Contract Services Agreement with SHI International, Corp. following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-844 **CONSIDERATION OF APPROVAL OF CONTRACT FOR CITY WEBSITE UPDATE AND REDESIGN WITH 360CIVIC CORP. (CITY COUNCIL)**

Item No. 23 was heard after Item No. 19.

Council Member/Agency Member/Authority Board Member Hicks offered comments in support of the item.

Information Technology Manager Kevin Kennedy spoke about the RFP scope to improve the City website.

Ron Zius, representing 360Civic Corp., gave a PowerPoint presentation.

Recommendation: 1. APPROVE a contract with 360Civic for design and update of City websites for an amount not to exceed $225,175 over a period of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Hicks, seconded by Dear.

During discussion of the motion, Council Member/Agency Member/Authority Board Member Hilton asked if there will be other languages added to the website and to ensure it is user friendly. He also asked for Facebook integration of City Council meetings on the website.

Ron Zius responded to his questions.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the need for a user friendly website that will work for the residents.

The motion was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None

Abstain: None
Absent: None

Item No. 24. 2021-883 **CONSIDER APPROVAL OF SETTLEMENT AGREEMENT IN THE MATTER OF TINA THOMPSON V. CITY OF CARSON, LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 20STCV21039**

Recommendation: 1. Approve the settlement agreement (Exhibit 1); and
2. Authorize the City Manager to execute the settlement agreement, and any related documents, to resolve the litigation.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-889 **MOBILEHOME ZONE CHANGE UPDATE (CITY COUNCIL)**

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-864 **CONSIDER ADOPTING A RESOLUTION CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY RELATED TO THE DOMINGUEZ CHANNEL ODOR (CITY COUNCIL)**

Item No. 26 was heard after Item No. 8.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave an incident report. The City will be hosting the Dominguez Channel Virtual Town Hall Meeting on Thursday, November 18, 2021 at 6:00 P.M. Los Angeles County experts will be attending to answer any questions and give an update. Watch by Live Streaming: carsonca.gov/townhall, Youtube: youtube.com/channel/UC3 or Cable: Spectrum Channel 35 and AT&T Channel 99. She displayed the flyer for the virtual town hall meeting.

City Manager Landers introduced Russ Bryden, Incident Commander from the County Department of Public Works, who gave the Dominguez Channel Odor incident update which significant progress has been made. He discussed notification measures, community hotline and events. Public Works is continuing to work with partners, numbers are down, and refer to joint information center. He stated further can take questions and prepare answers and bring to the Town Hall meeting on Thursday.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he will give questions in writing to staff who will provide the County before the Town Hall meeting.

City Manager Landers referred to the flyer for residents to pre-submit questions at https://carsonca.gov/townhall before the Town Hall meeting on Thursday, November 18, 2021, at 6:00 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated can submit questions in writing and advance to the City Clerk's Office or city staff.

City Manager Landers stated she will post the flyer on the city website.

Council Member/Agency Member/Authority Board Member Hilton thanked Russ Bryden and for him to articulate the residents' frustrations.

Russ Bryden requested Council Member Hilton to send names to the City Manager to immediately contact for assistance.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to 211 and requested Russ Bryden to do the quality control.

(Council Member/Agency Member/Authority Board Member Hilton exited the meeting at 7:31 P.M.)

Russ Bryden stated he would follow up.

(Council Member/Agency Member/Authority Board Member Hilton reentered the meeting at 7:32 P.M.)

Council Member/Agency Member/Authority Board Member Hicks asked what the County can do to streamline the process, what is the turnaround time to expect money, and who to contact. He noted the air purifiers are small that were distributed at Victoria Park. Residents bought another air purifier because it did not suffice the service needed for their home and turned down when they submitted their receipt because of already receiving one from the County.

Russ Bryden stated he would include information for meeting on Thursday.

Council Member/Agency Member/Authority Board Member Hilton stated the air purifiers are small that were being distributed at Victoria Park and they only cover 400 square feet and given maximum of two which will not cover an average house in Carson.

Russ Bryden stated he understood that the air purifiers are supposed to be rated for the specs put out is rated for 1500 square feet and would look into it.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked her colleagues to write their concerns and give to the City Manager to be addressed in advance.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the County to check the quality control on the actual hotel service.

Recommendation: TAKE the following actions:

1. ADOPT Resolution No. 21-157, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY PURSUANT TO RESOLUTION NO. 21-147 RELATED TO THE DOMINGUEZ CHANNEL ODOR (Exhibit No. 1)."

ACTION: It was moved to Adopt Resolution No. 21-157, as read by title only, on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 27. 2021-888 **CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(E) FOR A CONTINUED 30-DAY PERIOD (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)**

Recommendation: TAKE the following actions:
1. ADOPT Resolution No. 21-161, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) FOR A CONTINUED 30-DAY PERIOD." (Exhibit No. 1)

ACTION: Item No. 27 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (Items 28 to 30)

Item No. 28. 2021-882 **PUBLIC HEARING FOR CONSIDERATION OF INTRODUCING ORDINANCE NO. 21-2119 FOR APPROVAL OF DEVELOPMENT AGREEMENT NO. 22-19 FOR REMOVAL OF TWO EXISTING DIGITAL PYLON SIGNS AND INSTALLATION OF A NEW DOUBLE-SIDED DIGITAL OUTDOOR ADVERTISING SIGN AT THE WIN AUTO DEALERSHIP LOCATED AT 2201 E. 223RD STREET, APN 7315-040-013 (CITY COUNCIL)**

Item No. 28 was heard after Item No. 23.

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

City Manager Landers introduced Director of Community Development Saied Naaseh.

Director Naaseh gave a PowerPoint presentation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if the agreement referenced community benefits about the City of Carson such as advertising city events at no cost to the city.

Director Naaseh stated he would ask the applicant if it is included.

The applicant advised Director Naaseh that there is no section in the Development Agreement (DA) but could include. Director Naaseh stated currently there is no provision but have standard language in other DAs that will include that the City can use the space as available.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if there is a reason the community benefits were not included in the agreement.

Director Naaseh responded it was not included because it is a dual-purpose billboard but if the applicant agrees can add to the agreement.

Ariana Diverio, applicant on behalf of WIN properties, thanked staff for all their help with the project. She stated would be happy to provide time to the city for emergency, public service announcements and events as space is available on the billboard for free.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to include because it is already included in all agreements with no objection heard.

Ariana Diverio stated she would be happy to include as long as it says as available.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the applicant to include in writing because all other city agreements have it with no objection heard.

City/Agency/Authority Attorney Soltani asked what to revise in the DA. The applicant is saying they are happy to provide it as long as space is available. She noted in some of the agreements it actually says at the very least three times a year. She asked if the City Council would like to put at least five times a year based on availability so at least you are getting some sort of commitment.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she would like it to be consistent with other agreements.

Ariana Diverio requested three or so per year to accommodate everyone.

City/Agency/Authority Attorney Soltani noted typically five events that the city receives from other billboard companies.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted five times a year in writing by the applicant.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted a minimum of five times a

year.

Council Member/Agency Member/Authority Board Member Hilton stated he supports the company display of city events at the minimum of five.

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 at 8:48 P.M.

Council Member/Agency Member/Authority Board Member Hicks referred to the slide presentation that states the dealership advertisement will only be part time. He asked the applicant to explain what the part time is if this is going to be the only display for both dealerships.

Ariana Diverio responded it would be split between Hyundai and Chevrolet and off premise advertising as they determine feasible for the business.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear referred to the City's marketing logo and asked the City Attorney if the city can authorize them to have access to the City logo.

City/Agency/Authority Attorney Soltani stated she can put a provision in the DA that deals with it at the direction of the City Council.

Ariana Diverio stated they have a team of inhouse graphic designers and programmers who can work directly with staff to create ads specific for the billboard free of charge and provide proof.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the DA does not specify the percentage of advertisement for the dealership and revenue generating billboard advertisement and inquired if that is something we normally do for other billboards.

Director Naaseh responded have no other example that is similar to this billboard. All the other billboards are for off premise advertising, not for onsite businesses to advertise. This is the first one; staff did not include the breakdown.

City/Agency/Authority Attorney Soltani stated if the City Council wanted to put a threshold saying that it is $40,000 annually assuming it is 50/50 or so and if it goes beyond the threshold maybe the annual compensation to the city changes, the City Council has the discretion to request that. It does create complicated auditing and accounting issues for staff. She wanted the City Council to be mindful that they have billboards on the 157-acre site that potentially one day will come before the City Council. The deal we had with the outlet mall with CAM on those billboards it was going to be a 50/50 revenue sharing with the city so 50% of the revenues would come to the city. She stated as a comparison.

Director Naaseh stated the city is in total control with the DAs which is a case-by-case basis.

Recommendation: TAKE the following actions:
1. OPEN the public hearing, TAKE public testimony, and CLOSE the public hearing; and

2. INTRODUCE, for first reading by title only and with further reading waived, Ordinance No. 21-2119, entitled, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 22-19 BETWEEN THE CITY OF CARSON AND WIN CHEVROLET PROPERTIES, LLC, TO (1) REMOVE TWO EXISTING DOUBLE-SIDED ON-SITE DIGITAL SIGNS AND (2) INSTALL ONE 64-FOOT HIGH DOUBLE-SIDED OUTDOOR ADVERTISING SIGN ("REPLACEMENT DIGITAL BILLBOARD") ALONG A PORTION OF THE I-405 FREEWAY CORRIDOR, ZONED CA, LOCATED AT 2201 E 223RD STREET (APN 7315-040-013).

ACTION: It was moved to Introduce Ordinance No. 21-2119, as read by title only with further reading waived, as amended with all requests from staff with the minimum of five advertisements and sharing of the City logo, on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 29. 2021-704 **PUBLIC HEARING TO CONSIDER THE REDISTRICTING OF ESTABLISHED CITY COUNCIL DISTRICTS BASED ON THE RESULTS OF THE 2020 DECENNIAL CENSUS ON REDISTRICTING**

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

City Manager Landers introduced Assistant City Manager John Raymond who gave a report. He introduced Andrew Westall with Bear Demographics, Inc.

Andrew Westall gave a PowerPoint presentation on the Summary of Redistricting Law, Criteria, and Process 2021-22 City Council Redistricting Process.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes commended Andrew Westall on his report.

Council Member/Agency Member/Authority Board Member Hilton thanked Andrew Westall for his comprehensive report and look forward to the maps.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Andrew Westall for his presentation. He stated his concern of some neighborhoods comments about not wanting their neighborhoods split.

Council Member/Agency Member/Authority Board Member Hicks stated Andrew Westall gave a very thorough report. He inquired about upcoming public hearings and if they will be televised and how can residents be a part of the process.

Andrew Westall responded the City will put up a redistricting website that is required by State law that will have all the information in Spanish and Tagalog accessible. He stated will discuss with City staff if can have the public hearings and workshops virtually or hybrid.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 9:27 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about three speakers at the Community Center. City Manager Landers confirmed there are no speakers.

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing at 9:29 P.M.

Recommendation:
1. OPEN the public hearing;
2. TAKE public testimony; and
3. CLOSE the public hearing.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item received and filed and for staff to proceed with redistricting with no objection heard.

Council Member/Agency Member/Authority Board Member Hicks inquired about the next workshop.

Assistant City Manager Raymond responded the next workshop is on Saturday, December 4, 2021, at 10:00 A.M. to be held at the Carson Community Center.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the workshop dates are listed on the agenda report.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked which public workshops will the demographer be represented. Assistant City Manager Raymond responded there is one workshop per district where Andrew Westall will be present and the others would be himself attending the workshops.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to include the list of workshop dates at the next agenda. Assistant City Manager Raymond responded in the affirmative which there is a workshop per district.

Andrew Westall noted his availability and staff will provide the flyer with the workshop dates.

Item No. 30. 2021-884 **CONTINUED PUBLIC HEARING FOR CONSIDERATION OF ORDINANCE NO. 21-2120, AMENDING THE CARSON ZONING ORDINANCE REGARDING PERMITTED USES IN THE INDUSTRIAL ZONES FOR REGULATED AND**

NONREGULATED SUBSTANCES AND HAZARDOUS MATERIALS, AND REGARDING NONCONFORMITIES FOR USE OF REGULATED SUBSTANCES (CITY COUNCIL)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 9:32 P.M.

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

Director Naaseh gave a report and requested to continue this item off calendar and will readvertise the Public Hearing.

(Council Member/Agency Member/Authority Board Member Hilton exited the meeting at 9:33 P.M.)

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing at 9:33 P.M.

Recommendation:
1. OPEN the public hearing, and
2. TAKE public testimony, and
3. CLOSE the public hearing, and
4. CONTINUE the public hearing off calendar and re-notice the hearing for a future date.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed the Public Hearing at the request of staff who will re-notice the Public Hearing for a future date with no objection heard.

DISCUSSION: (Items 31 to 34)

Item No. 31. 2021-775 **FISCAL YEAR 2021-2022 FIRST QUARTER FINANCIAL REPORT (CITY COUNCIL)**

Director Rahmani gave a report.

(Council Member/Agency Member/Authority Board Member Hilton reentered the meeting at 9:35 P.M.)

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested information about the innovative progressive program to help the existing businesses to stay in business, consider supporting some type of new small business assistance program; and assist Carson-based businesses (mom and pop businesses). He would like to meet with City Manager and staff.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the Economic Development Ad Hoc Committee consisting of herself and Council Member Hicks already discussed the idea on how to save the small businesses and asked to hire an Economic Development Consultant to assist as requested by Mayor Pro Tem Dear. She inquired about the request for proposal

(RFP).

City Manager Landers noted the RFP is already advertised and received six robust bids. Assistant City Manager Raymond will provide information with the assistance of the Economic Development Consultant and bring a recommendation to the City Council.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested an update on the small business grants and loans.

City Manager Landers noted the small business grants and loans information is in the report of the COVID-19 update of Item No. 33 on this agenda. Director Rahmani noted the last section of the agenda report briefly mentions the American Rescue Plan Act Fund and the purpose of the money.

Council Member/Agency Member/Authority Board Member Hicks referred to the E-Commerce mentioned by Director Rahmani. He referred to the Mid-Year Budget review namely items on the shelf that will be ready such as road repairs, potholes, street work, trees in place, economic forecast, and prepare for the Super Bowl.

Director Rahmani mentioned President Joe Biden signed the $1.2 Trillion Infrastructure Bill. Most cities include the City to start forming a policy and planning team to have a relevant proposal to compete for the money to bring to the City. The Executive Team is working on a plan for next year and will make sure to tap in the $1.2 Trillion Infrastructure.

City Manager Landers stated there is focus in the President's bill on infrastructure related to regional infrastructure that is assisting the ports and will be looking for some of the money.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about Measure M and Oil Tax if reflected in the surplus.

Director Rahmani referred to Measure C Oil Business Tax for the City Attorney to address.

City Manager Landers noted Closed Session item on December 7, 2021 meeting to discuss the oil tax.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked how much receiving from the oil tax. Director Rahmani responded the actual revenue from the Oil Tax averages $4 million to $4.2 million annually.

City Manager Landers stated she will come back with a report on the audits on December 7, 2021, assisted by the City Attorney. City Attorney Soltani responded in the affirmative.

Director Rahmani stated when Measure C was on the ballot based on MRS consulting forecast about $24 million which did not materialize resulted in the audit and want to understand the taxpayers understanding of the ordinance and resolution which was a great idea. City Attorney stated to not focus on one taxpayer and look at all of them; have enough data that shows that can have conversation that can discuss the deviation between what the forecast was and what the actuals are. His forecast in the budget is still based on actuals. If changes then will put City's net position in a better position.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear mentioned Utility Tax that is going to expire and need to work on a coalition for that.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted she and Council Member Hilton are on the committee and had a meeting with key players.

City Manager Landers reminded the Mayor and City Council the next step to do survey similar to what was done before the sales tax measure for better information to give staff direction. Director Rahmani is working on the RFP.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated once the survey comes back in she and Council Member Hilton will be meeting with the team again to make a recommendation to the City Council.

Director Rahmani thanked his staff and introduced Ralston Turner, Senior Budget Analyst, who gave his background and offered comments.

City Manager Landers offered comments about Senior Budget Analyst Ralston Turner.

Recommendation: Receive and File the First Quarter Fiscal Year 2021-2022 Report.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item Received and Filed with no objection heard.

Item No. 32. 2021-870 **CONSIDER AN UPDATE TO THE CITY HOMELESS PLAN (CITY COUNCIL)**

Assistant City Manager Roberts gave a PowerPoint presentation on the City Homeless Plan Update. He thanked staff Mike Whittiker, Jr., Dani Cook, Dara Sandoval, Amanda Valorosi for all their efforts with the Carson's Homeless Resource Fair.

Council Member/Agency Member/Authority Board Member Hicks inquired about the process to assist a homeless person. Assistant City Manager Roberts responded to Council Member Hicks.

City Manager Landers offered additional comments regarding the city homeless plan.

Recommendation: DISCUSS and PROVIDE direction.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item Received and Filed with no objection heard.

Item No. 33. 2021-871 **COVID-19 UPDATE (CITY COUNCIL)**

Recommendation: 1. DISCUSS and PROVIDE any direction.

ACTION: Presentation and discussion was held as follows:

Assistant City Manager Roberts gave a PowerPoint presentation on Trends of COVID-19.

(Council Member/Agency Member/Authority Board Member Hicks exited the meeting at 10:19 P.M.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the Federal funds for businesses and small businesses. Assistant City Manager Roberts responded the information is in the COVID-19 update report.

City Manager Landers referred to Page 4 of the staff report of the Small Business Programs.

Assistant City Manager Roberts noted Vaccination and Booster Clinics information is also noted in the staff report.

(Council Member/Agency Member/Authority Board Member Hicks reentered the meeting at 10:23 P.M.)

Discussion ensued regarding vaccination administered to children.

City/Agency/Authority Attorney Soltani stated she can work with staff on appropriate waiver forms.

It was moved to keep the City Council meeting operating after 11:00 P.M., if necessary, to complete the agenda on motion of Dear and Davis-Holmes concurring with no objection heard.

Item No. 34. 2021-875 **CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations 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:

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Rick Pulido, her uncontested appointment, from the Environmental Commission. She appointed Celia Villalpando as Alternate 2 to the Environmental Commission.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to place an asterisk next to the names of the uncontested appointments by the Mayor and Council Members who do not require a ratification vote and to add to the next staff report.

Council Member/Agency Member/Authority Board Member Hilton inquired about his previous request regarding his appointee who is an employee on the Senior Citizens Advisory Commission.

City Manager Landers confirmed there is no conflict of Council Member/Agency Member/Authority Board Member Hilton's appointee Frankie Stewart on the Senior Citizens Advisory Commission if the employee is part time.

It was moved to ratify the Mayor's appointment of Celia Villalpando as Alternate 2 on the Environmental Commission on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes:	Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted Rick Pulido is the Chair of the Environmental Commission.

ORDINANCE SECOND READING: (Item 35)

Item No. 35. 2021-836 **APPROVE THE SECOND READING TO ADOPT ORDINANCE NO. 21-2121, ADDING CHAPTER 11 TO ARTICLE V OF THE CARSON MUNICIPAL CODE TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL 1383 FOR FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING**

Recommendation: CONDUCT a Second Reading by Title Only and with further reading waived, and ADOPT "Ordinance No. 21-2121: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 TO ARTICLE V (COMMENCING WITH SECTION 51101 ET SEQ.) OF THE CARSON MUNICIPAL CODE, ENTITLED 'SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION,' TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL

QUALITY ACT." (Exhibit 1)

ACTION: It was moved to waive further reading and adopt Ordinance No. 21-2121, as read by title only, on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

MEMORIAL ADJOURNMENTS

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

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago presented the following Memorial Adjournment Requests:

Rev. James Stewart McKnight
Mable Cleary Farrington
Bo Warren
Monica Figueroa

City Manager Landers requested to add Frank Benson to the Memorial Adjournment Requests.

City Manager Landers announced the County Department of Public Works lost their first worker to COVID-19, who was 54 years old, and requested to add him to the memorial adjournments. She will provide the name.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the Homegoing Celebration of Gil Smith's son, on Friday, November 19, 2024, at 11:00 A.M. Mayor/Agency Chairman/Authority Chairman Davis-Holmes to provide information to the City Manager.

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

This item was heard after Item No. 35.

<u>Kim Cortado - Parks and Recreation Commissioner</u>

- Basketball registration through December 4; 2021; can register online through ActiveNet on the City website
- Turkey Grab and Go hosted by Mayor, November 2021 at 10:00 A.M. at the Carson Event Center parking lot; must be a Carson resident and show proof of residency
- Turkey Thanksgiving Grab and Go hosted by Council Member Hicks, November 2021 from 10:00 A.M. to 12:00 P.M. at Triedstone Missionary Baptist Church, located at 1249

E. Carson Street, Carson; must be a Carson resident; one meal box per vehicle
- Country Western Fair, November 20, 2024, from 2:00 P.M. to 7:00 P.M. at Dominguez Park
- Requested Council Member Hilton to convey congratulations to Ms. President Hilton

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

This item was heard after Memorial Adjournments.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the following items to a future agenda:

- Process and the ordinance come to fruition of the mobilehome park zoning ordinance
- Ordinance to eliminate the amendment known as the dictator amendment that requires a super majority of the City Council to place an item on the agenda in the two-step process

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the ordinance for the mobilehome park was included in the City Charter and asked City/Agency/Authority Attorney Soltani to elaborate.

City/Agency/Authority Attorney Soltani stated the City Council and the City Charter put provisions which states that the City should adopt mobilehome park zones. There was directive to staff to start working on the zones. At that time, the staff report to the City Council noted that it would be done in conjunction with the General Plan amendment. After Mayor Pro Tem Dear came on the City Council, he asked about it and staff stated they would be working on it in conjunction with the General Plan. Getting close to bringing the General Plan to the City Council. The overlay zone has been vetted and the direction is to have the entire City to have an overlay zone so all the mobilehome parks can be protected which will go to the Planning Commission with other zone changes. She will do a briefing for the City Council before the Planning Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that she, City Attorney, City Manager, and Director Naaseh have been meeting on this.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated it is two years overdue and requested to do as soon as possible.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated to staff will bring back when ready.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks conveyed message from Jeannette Gonzales with GBros Promotional Products and Services, to the Mayor and City Council how grateful and happy she was to be selected to be honored as a small business in the City. She was upset that the technology did not work for her at the last City Council meeting to be conveyed.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear announced/reported the

following:

- Thanksgiving Turkey Giveaway Drive-Thru, on Saturday, November 20, 2021, from 11:00 A.M. to 1:00 P.M. at the new supermarket in South Carson across the street from the Scottsdale neighborhood together with Council Member-Elect Arleen Rojas; the criteria is a person representing a family in need
- El Fresco Supermarket one year anniversary, December 2, 2021
- Los Angeles Regional Food Bank dry goods food giveaway
- Goodie bag from the Port of Long Beach, Los Angeles
- Drive-thru events handling all COVID-19 pandemic protocols will be in place; criteria is a person representing a family in need

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Manager on the status of the new market representative to be recognized at a City Council meeting.

City Manager Landers stated staff reached out to the representative of the market and asked if they could come to a meeting at the beginning of the year since they will not open until April.

Mayor and City Council wished everyone a Happy Thanksgiving.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT
The meeting was adjourned at 10:49 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
DECEMBER 7, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:02 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:
Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Joy Simarago noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Jawane Hilton, Council Member/Agency Member/Authority Board Member Cedric Hicks, and Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:
Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear (Entered at 5:08 P.M.

Also Present:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; Robert Lennox, Director of Community Services; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-933 BISHOP NELSON, FIRST LUTHERAN CHURCH OF CARSON

Bishop Nelson announced the 80th anniversary of the bombing of Pearl Harbor. He gave the invocation.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear entered the meeting at 5:08 P.M.)

CLOSED SESSION (Items 2 - 5)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

This item was heard after Item No. 32.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes congratulated Council Member Arleen Rojas on her election.

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

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear exited the meeting at 5:11 P.M.)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

RECESS:
The meeting was recessed at 5:18 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 5:37 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present except Dear absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-904 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: At 6:46 P.M., City/Agency/Authority Attorney Soltani reported as a result of some discussions with the County there has been a Reimbursement Agreement that has been under discussion with the City. The City Council unanimously authorized the City to enter into that Reimbursement Agreement where the County reimburses the City for all of its costs associated with the Relocation Program. In addition, the County is now allowing cities technical staff members to be privy to technical meetings and the County will be providing the City with

information regarding water testing issues and other environmental data that the City has been asking for.

Item No. 3. 2021-926 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: At 6:46 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-946 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The titles of such litigation 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 and CAM-Carson, LLC v. City of Carson and Successor Agency to the Carson Redevelopment Agency, Second District Court of Appeal Case No. B312729.

ACTION: At 6:46 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 5. 2021-863 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-861 LEGISLATIVE UPDATE FROM SENATOR STEVEN BRADFORD

Senator Steven Bradford gave a legislative update.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reentered the meeting at 5:38 P.M.)

Senator Bradford commended the newly elected official Arleen Rojas. He stated he represents the 35tth Senate District in which Carson is a part of. He highlighted the following seven measures the Governor signed:

Senate Bill (SB) 2 - Kenneth Ross Jr. Police Decertification Act (Ross was a young African American man who was shot and killed in 2018 by the Gardena Police Department by simply running away from the police.) This bill allows us to decertify police officers (removing rogue officers).

SB 796 - Bruce's Beach Bill (couple purchased property in 1912 for $1,200 and created a bath house, lodge, and cafe and day it opened until city took property away it was a thriving success; afforded African Americans who were denied beach access and recreational opportunities)

SB 655 – Insurance Diversity Bill

SB 26 - Fair Pay to Play Act 2.0

SB 586 - Criminal administrative fees

Budget: Secured $140 million for the district; $60 million for CSUDH, $50 million for Charles Drew University School of Medicine and Science, $10 million for Martin Luther King Hospital, $3 million for Sheryl Community Center for Boys and Girls Community Center in Wilmington

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested how much was secured for Carson.

Senator Bradford responded $60 million was secured for CSUDH and City must place their request for the City.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Senator Bradford for representing the City well. He offered comments regarding the Bruce Beach legislation and requested he consider projects in Carson.

Mayor and City Council commended Senator Bradford for a great job in Sacramento.

SWEARING-IN CEREMONY

Senator Bradford administered the oath to City Clerk-Elect Myla Rahman.

City Clerk Myla Rahman offered comments and words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes welcomed City Clerk Myla Rahman to the City of Carson on behalf of the City.

PRESENTATIONS

Item No. 7. 2021-919 UPDATE ON DOMINGUEZ CHANNEL ODOR INCIDENT

Item No. 7 was heard after Item No. 31 at 6:57 P.M.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked everyone for joining the meeting and gave a background report. She introduced Russ Bryden from the County of Los Angeles Department of Public Works.

Russ Bryden thanked the Mayor, City Council, and the City for their collaboration and trust over the past two months as we work to manage the impacts of the incident together. He acknowledged partner agencies, the County Departments of Public Health, Fire, the Office of Emergency Management and the South Coast Air Quality Management District. He gave an operational update on the Dominguez Channel incident. He spoke about the Reimbursement Assistance Program which will end on December 10, 2021 and asked residents to provide their reimbursement requests by December 16, 2021 at 11:59 P.M. The Victoria Community Regional Park to remain open until December 10, 2021, at 7:00 P.M. for assistance and air purifiers. Call 211 for assistance and information. He spoke about recovery long term restoration to be a collaborative effort. He introduced members of his team.

Council Member/Agency Member/Authority Board Member Hilton requested the County to consider extending the time for those to gather receipts.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated his interest in the long term revitalization of a healthy habitat starting with at least as far north as the Gardena Willows which is a wetlands that is being restored in the process in the City of Gardena and City of Los Angeles; hoping to work with the City, County and other entities who can seek funding from federal sources, state sources, foundations, etc. to make this a major project to make a healthy habitat. He encouraged the County to approach it from the direction starting with the Gardena Willows; make it a complete project from national fresh water marsh land to the ocean. He would like to make it happen securing funds or getting attention from the right people. The City and County will make good partners in cooperating to make a healthy habitat.

Russ Bryden acknowledged Council Member Dear's comments.

Council Member Hicks thanked Russ Bryden for his report. He stated he concurs with his colleague to request an extension for individuals turning in paperwork until the first of the year. In addition, there are still some residents complaining of odor in certain areas of the city. How are we going to address those who are still having concerns along the channel especially at the corner of Chico Street and 213th Street (District 3)? What can the County do to assure the residents are still being adhered to because of concerns from the residents?

Russ Bryden responded the best thing to do is Call 211 (County's information line) and report experiencing the smell and will dispatch teams immediately. The estuary itself does not appear to be producing hydrogen sulfide at all and probably a lingering pocket.

Russ Bryden suggested also calling the AQMD smog line.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear announced he served his colleagues with a notice of an order for a Special Meeting on Thursday, December 9, 2021, at 5:00 P.M. in the Helen Kawagoe Council Chambers.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to add Item No. 24 (Tree Maintenance Services) to the Special Meeting agenda, with no objection heard.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Ana Meni
Point of information clarification regarding time limit as to why being reduced to two minutes considering there is not an excessive amount of people who wish to speak under Oral Communications and the meeting is to end by 11:00 P.M. She heard a remark that the Mayor and City Council are to leave the meeting by 7:30 P.M. which is not grounds to end Oral Communications.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes allowed Ana Meni to speak for three minutes.

City/Agency/Authority Attorney Soltani stated for the record that the Presiding Officer (Mayor) has full discretion regarding the amount of time but the Mayor allowed three minutes for Ana Meni to speak and that is fine.

Ana Meni – Items No. 7, 30, and 32
Stated there are issues regarding the Reimbursement Program; why is the city not pursuing advocating for the residents the per diem is $66 that the County is putting; the Director of Finance did not identify that it should be $74 per person per day; the City has not been looking in to it and went to Assemblyman Mike Gipson who is looking into it and need to bring to the City Council's attention; the County is short-changing the city; lack of outreach; the information regarding those placed in hotel who do not know that they can put in per diem which is separate from the hotel reimbursement; residents asked for financial assistance with electricity and bills because the city has not expanded their assistance program in regards to this and they are asking for that because they did as a City and the County asked which is run your AC 24/7, run your air purifiers 24/7 with no assistance; the environmental AQMD reading was over 13,000 pbv, therefore, stop saying 7,000; no mention of notice of violation the AQMD served which is not recognized in the agenda; disheartened and disgusted with how the City Manager has been handling everything and is it because they are more focused on the article from 2 Urban Girls about corruption continues in Carson where the current Director of Human Resources had an embezzlement issue; we need the City Council to be our advocate and we are not getting that and it bothers her that the city has known about this for quite some time and yet she is still in the payroll working

APPROVAL OF MINUTES:

Item No. 8. 2021-930 APPROVAL OF THE APRIL 6, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

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

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Rojas
Absent: None

CONSENT: (Items 9 - 30)

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

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to remove Item No. 24 for discussion at the Special Meeting on December 9, 2021, with no objection heard.

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Hilton.

City Manager Landers noted the updated staff report and resolutions. The joint power authority getting the insurance from had asked us to make some change in their resolution to make a clarification. It does not change the substance of Item No. 23.

The motion to approve Consent Items No. 9 to 30, except Item No. 24, was unanimously approved by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 9. 2021-940 Resolution No. 21-173, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,442,961.24, DEMAND CHECK NUMBERS 160412 THROUGH 160705

ACTION: Item No. 9 was approved on Consent.

Item No. 10. 2021-917 CONSIDER AN UPDATE ON CITY AD HOC COMMITTEES AND CONSIDER ELIMINATING CERTAIN AD HOC COMMITTEES (CITY COUNCIL)

Recommendation: 1. ELIMINATE by minute order the Commissions, Committees,

and Boards Consolidation Ad Hoc Committee.
2. ELIMINATE by minute order the City Clerk Vacancy Ad Hoc Committee.
3. ELIMINATE by minute order the Hero Pay Ad Hoc Committee.
4. RECEIVE and FILE the informational updates provided in this report.

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2021-897 CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

Recommendation: RECEIVE and FILE this report.

ACTION: Item No.11 was approved on Consent.

Item No. 12. 2021-900 CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

Recommendation: 1. RECEIVE and FILE this report.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2021-927 CONSIDER RESOLUTION NO. 21-176 IN HONOR OF THE 125TH ANNIVERSARY OF THE MARTYRDOM OF DR. JOSE P. RIZAL (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-176 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN HONOR OF THE 125TH ANNIVERSARY OF THE MARTYRDOM OF DR. JOSE P. RIZAL"

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2021-871 COVID-19 UPDATE (CITY COUNCIL)

Recommendation: 1. RECEIVE and FILE.

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-920 CONSIDER CANCELING THE DECEMBER 21, 2021, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

Recommendation: 1. APPROVE canceling the December 21, 2021, Regular City Council Meeting by minute order.

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-814 CONSIDER AWARDING A CONTRACT TO AMERICAN SOCCER COMPANY INC., NEXGEN SALES, AND PROTIME SPORTS FOR ON-CALL PURCHASE OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)

Recommendation:

1. WAIVE any irregularities in the proposals received, pursuant to CMC 2611(b)(4); and
2. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to AMERICAN SOCCER COMPANY INC., dba Score Sports, for the provision of youth sports uniforms, at a not-to-exceed contract sum of $600,000.00 for the initial three-year contract term (Exhibit No. 7; the "ASC Contract"); and
3. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to NEXGEN SALES for the provision of youth sports uniforms, at a not-to-exceed contract sum of $450,000.00 for the initial three-year contract term (Exhibit No. 8; the "NexGen Contract"); and
4. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to PROTIME SPORTS, INC. for the provision of youth sports uniforms, at a not-to-exceed contract sum of $500,000.00 for the initial three-year contract term (Exhibit No. 9; the "ProTime Sports Contract"); and
5. AUTHORIZE the Mayor to execute the ASC Contract, the NexGen Contract, and the ProTime Sports contract, following approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-815 CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO BOB AUERBACH PHOTOGRAPHY FOR ON-CALL YOUTH SPORTS PHOTOGRAPHY SERVICES (CITY COUNCIL

Recommendation:

1. WAIVE any irregularities in the proposal received, pursuant to CMC 2611(b)(4); and
2. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to BOB AUERBACH PHOTOGRAPHY for the provision of youth sports photography services, at a not-to-exceed contract sum of $141,000.00 for the initial three-year contract term (Exhibit No. 4; the "Agreement"); and
3. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-918 **CONSIDER APPROVAL OF AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION (C-18-036) FOR LANDSCAPE MEDIAN MAINTENANCE SERVICES (CITY COUNCIL)**

Recommendation: Take the following actions:
1. APPROVE the proposed Amendment No. 3 to the agreement with Swayzer Corporation landscape services through December 31st, 2022 and increase the contract amount by $265,800 for a total amended not-to-exceed amount of $1,600,204.00.
2. AUTHORIZE the Mayor to execute the same following approval as to form by the City Attorney; and

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-901 **CONSIDER APPROVING CONTRACT AMENDMENT NO. 4 TO CHOURA VENUE SERVICES TO PROVIDE EXCLUSIVE CATERING SERVICES AT THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

Recommendation: 1. APPROVE the proposed "Amendment No. 4 to Contract Services Agreement to Provide Exclusive Catering Services at the Congresswoman Juanita Millender-McDonald Community Center at Carson" between the City and Choura Venue Services (Exhibit No. 4; "Amendment No. 4"); AND
2. AUTHORIZE the Mayor to execute Amendment No. 4 after approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-903 **CONSIDER APPROVAL OF FORMS, AGREEMENTS, AND A RESOLUTION ALLOWING THE CITY OF CARSON TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS (CITY COUNCIL)**

Recommendation: 1. APPROVE Settlement Participation Form for the City's participation in the National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; and
2. APPROVE Settlement Participation Form for the City's participation in the National Opioid Settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.; and
3. APPROVE the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement; and
4. APPROVE the California State-Subdivision Agreement

Regarding Distribution and Use of Settlement Funds – Janssen Settlement; and

5. WAIVE further reading and ADOPT Resolution authorizing the City Manager to execute the documents identified in Recommendation Nos. 1 through 4; and

6. AUTHORIZE the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendation Nos. 1 through 4 (as necessary and applicable).

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-911 CONSIDER APPROVAL TO AMEND BLANKET PURCHASE ORDERS FOR ROBERTSON'S READY MIX, LTD., AND ROADLINE PRODUCTS, INC.

Recommendation: TAKE the following actions:

1. AUTHORIZE the Purchasing Division to amend PO #22200095 for Robertson's Ready Mix, Ltd. not to exceed $95,000.00 as defined by Purchasing Ordinance 17-1609, Section 2611 (e).

2. AUTHORIZE the Purchasing Division to amend PO #22200309 for Roadline Products, Inc. not to exceed $96,995.00.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-912 CONSIDER APPROVAL OF A PURCHASE ORDER TO PB LOADER CORPORATION, FRESNO, CA, FOR THE PURCHASE OF ONE NEW 2023 FREIGHTLINER 114SD ISX12G ENGINE, DUAL SADDLE CNG FUEL, AND TUB-STYLE DUMP BODY IN THE AMOUNT OF $289,663.73 AND CONSIDER RESOLUTION NO. 21-174 AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE GENERAL FUND

Recommendation: TAKE the following actions:

1. WAIVE the bidding requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code Section 2611(e) (sole source purchasing);

2. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) and issue a purchase order in the amount of $289,663.73 for one new 2023 Freightliner 114SD ISX12G Engine, Dual Saddle CNG Fuel, and Tub-Style Dump Body;

3. ADOPT Resolution No. 21-174 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE GENERAL FUND."

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-881 **CONSIDER: (1) APPROVAL OF PURCHASE OF TRANSIT LIABILITY INSURANCE FROM CALTIP; (2) ADOPTION OF A RESOLUTION AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICE DIVISION PROPOSITION A FUND FOR THE PURCHASE OF TRANSIT INSURANCE; AND (3) ADOPTION OF A RESOLUTION AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICES DIVISION PROPOSITION C FUND TO ALLOCATE FUNDS THAT WERE NOT INCLUDED DURING THE PREPARATION OF THE PROPOSED FISCAL YEAR 2021-22 BUDGET (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. APPROVE the purchase of transit liability insurance from CalTIP with a limit of $25,000,000 and self-insured retention (deductible) of $250,000, at an annual premium of $112,931. The initial premium will be prorated for the remaining term of CalTIP's policy period through April 30, 2022 (Exhibit No. 1, p. 11) (the "Insurance Coverage"); and
2. APPROVE the CalTIP joint powers agreement (Exhibit No. 1, pp. 1-10); and AUTHORIZE the City Manager to execute same and any related documents as necessary to bind the Insurance Coverage, following approval as to form by the City Attorney; and
3. WAIVE further reading and ADOPT Resolution No. 21-155, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICE DIVISION PROPOSITION A FUND FOR THE PURCHASE OF TRANSIT INSURANCE" (Exhibit No. 2); and
4. WAIVE further reading and ADOPT Resolution No. 21-162, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICES DIVISION PROPOSITION C FUND TO ALLOCATE FUNDS THAT WERE NOT INCLUDED DURING THE PREPARATION OF THE PROPOSED FISCAL YEAR 2021-22 BUDGET" (Exhibit No. 3).

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-915 **CONSIDER AWARDING A CONTRACT TO GREAT SCOTT TREE SERVICES INC. TO PROVIDE TREE MAINTENANCE SERVICES FOR THE PERIOD OF THREE YEARS**

Recommendation: TAKE the following actions:

1. AWARD a three-year contract to Great Scott Tree Services, Inc. in the amount of $2,500,615.00 to provide tree planting and maintenances services with two additional one-year extensions at the City's sole discretion; AND
2. AUTHORIZE the Mayor to execute the contract after approval

as to form by the City Attorney and REQUIRE any exercise of the optional extension to be presented to the City Council for approval.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to the City Council Special Meeting on December 9, 2021, at 5:00 P.M. with no objection heard.

Item No. 25. 2021-916 CONSIDER APPROVAL OF THE OPERATION AND MAINTENANCE SUPPORT AGREEMENT WITH THE LOS ANGELES COUNTY SANITATION DISTRICT NO. 2, TO SUPPORT THE CITY IN REQUIRED MANAGEMENT AND INITIAL STARTUP FOR PROJECT 1515-CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK AND CONSIDER RESOLUTION NO. 21-160 AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000

Recommendation: TAKE the following actions:

1. APPROVE the Operations and Maintenance Support Agreement with the County Sanitation District No. 2 of Los Angeles County, to support the City in the required management and initial startup for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park for a negotiated fee of not-to-exceed $250,000.00.
2. APPROVE Resolution No. 21-160, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000."
3. AUTHORIZE the Mayor to execute the Agreement and the Resolution, following approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-922 CONSIDERATION OF RESOLUTION NO. 21-163, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATION FOR EQUIPMENT SERVICE WORKER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-163, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATION FOR EQUIPMENT SERVICE WORKER."

ACTION: Item No. 26 was approved on Consent.

Item No. 27. 2021-923 CONSIDERATION OF RESOLUTION NO. 21-164, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY

ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SERVICES MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-164, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SERVICES MANAGER."

ACTION: Item No. 27 was approved on Consent.

Item No. 28. 2021-924 CONSIDERATION OF RESOLUTION 21-165, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION FOR SUSTAINABILITY ADMINISTRATOR NON-POTABLE WATER AND A TITLE CHANGE TO STORMWATER ENGINEER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-165, "A RESOLUTION OF THE CIITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION FOR SUSTAINABILITY ADMINISTRATOR NON-POTABLE WATER AND A TITLE CHANGE TO STORMWATER ENGINEER."

ACTION: Item No. 28 was approved on Consent.

Item No. 29. 2021-913 CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(E) FOR A CONTINUED 30-DAY PERIOD (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)

Recommendation: ADOPT Resolution No. 21-167, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) FOR A CONTINUED 30-DAY PERIOD." (Exhibit No. 1)"

ACTION: Item No. 29 was approved on Consent.

Item No. 30. 2021-914 CONSIDER ADOPTING A RESOLUTION CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY RELATED TO THE DOMINGUEZ CHANNEL ODOR (CITY COUNCIL)

Recommendation: ADOPT Resolution No. 21-168, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY PURSUANT TO RESOLUTION NO. 21-147 RELATED TO THE DOMINGUEZ CHANNEL ODOR (Exhibit No. 1)."

ACTION: Item No. 30 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (Item 31)

Item No. 31. 2021-873 PUBLIC HEARING TO CONSIDER APPROVING RESOLUTION NO. 21-153 OF THE CITY OF CARSON, CALIFORNIA AUTHORIZING THE APPLICATION AND ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

Item No. 31 was heard after the second Closed Session Report at 6:49 P.M.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the item.

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

City Manager Landers presented the item.

Director Naaseh gave a report.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated staff did a good job with the report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 6:56 P.M.

Upon inquiry, Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago confirmed there were no public comments.

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

Recommendation: 1. OPEN the public hearing, TAKE public testimony, and CLOSE

the public hearing, and

2. WAIVE further reading and ADOPT Resolution No. 21-153, "AUTHORIZING FILING THE APPLICATION AND ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM".

3. AUTHORIZE the City Manager to execute all necessary documents for the program including the grant agreement as approved to form by the City Attorney.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

DISCUSSION: (Item 32)

Item No. 32. 2021-932 CONSIDER ADOPTING RESOLUTION NO. 21-170; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 2, 2021, THE RESULTS FOR CONTEST OF MEMBER OF CITY COUNCIL DISTRICT NO. 4 AND CITY CLERK, AND CONDUCTING THE OFFICIAL SWEARING-IN PROCESS ASSOCIATED WITH THE ELECTION

Item No. 32 was heard after Item No. 1

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if anyone remarked about today being Pearl Harbor Day. Mayor/Agency Chairman/Authority Chairman Davis-Holmes confirmed the announcement of Pearl Harbor Day by Bishop Nelson earlier in the meeting.

City Manager Landers gave a report.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-170, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 2, 2021, THE RESULTS FOR CONTEST OF MEMBER OF THE CITY COUNCIL DISTRICT NO. 4 AND CITY CLERK"

ACTION: It was moved to approve staff recommendation on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SWEARING-IN CEREMONY

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago administered the oath to Council Member-Elect Arleen Rojas.

Council Member-Elect Arleen Rojas offered comments and words of gratitude.

ORDINANCE SECOND READING – None.

MEMORIAL ADJOURNMENTS

This item was heard after Item No. 8.

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago presented the following Memorial Adjournment Requests:

Josephine Johnson
Marjoe Sipin Alegre
Elisa McGhee

Council Member/Agency Member/Authority Board Member Hicks requested to add Mary Winston to the Memorial Adjournment Requests.

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

This item was heard after Oral Communications (Council Members).

<u>Kim Cortado – Parks, Recreation and Cultural Arts Commissioner</u>
Announced/reported the following:

- Winterfest, Saturday, December 11, 2021; from 3:00 P.M. to 7:00 P.M. at the Carson Community Center; register at Activenet
- Staff did an excellent job at the Tree Lighting event held on December 1, 2021
- Taking registration for the Basketball season on Activenet

(Council Member/Agency Member/Authority Board Member Hilton exited the meeting at 7:28 P.M.)

- Wished everyone Happy Holidays and Merry Christmas
- Wished everyone Good Night

William Koons
Spoke about the Dominguez Channel's future, benefits, and solution

(Council Member/Agency Member/Authority Board Member Hilton reentered the meeting at 7:29 P.M.)

Paz Velasquez
Announced/reported the following:
- Requested the Community Civic Engagement Board be reactivated
- Congratulated Council Member Arleen Rojas on her election
- Requested approval of Resolution No. 21-176 recognizing December 30th as Dr. Jose Rizal a national holiday in the Philippines as a National Heroes Day

Mayor Davis-Holmes and Mayor Pro Tem Dear noted Resolution No. 21-176 was approved on the Consent calendar.

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

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

This item was heard after Memorial Adjournments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes wished everyone Happy Holidays and Merry Christmas.

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced there will be a Special Meeting of the City Council to be held on Thursday, December 9, 2021, at 5:00 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear wished everyone Good Night and Happy Holidays.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)
City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS TO CLOSED SESSION

This item was heard after Senator Steve Bradford administered the Oath to City Clerk-Elect Myla Rahman.

The meeting was recessed at 5:59 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Unfinished Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:46 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 2

As a result of discussions with the County there has been a Reimbursement Agreement that's been under discussion with the City. The City Council unanimously authorized the City to enter into that Reimbursement Agreement where the County reimburses the City for all of its costs associated with the Relocation Program. In addition, the County has now allowing cities technical staff members to be privy to technical meetings and the County will be providing the City with information regarding water testing issues and other environmental data that the City has been asking for.

Closed Session Item No. 3

No reportable action was taken.

Closed Session Item No. 4

No reportable action was taken.

ADJOURNMENT
The meeting was adjourned at 7:34 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
DECEMBER 9, 2021
5:00 P.M.

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

ROLL CALL:
Deputy City Clerk Joy Simarago noted the roll:

Council Members Present:
Mayor Lula Davis-Holmes, Mayor Pro Tem Jim Dear, Council Member Jawane Hilton, Council Member Cedric Hicks, and Council Member Arleen Rojas

Also Present:
Monica Cooper, City Treasurer; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hicks led the Pledge of Allegiance.

INVOCATION:

Mayor Pro Tem Dear requested a moment of silence to recognize all the women and men serving in the Armed Forces.

Council Member Hilton gave the invocation.

CLOSED SESSION (Items 1 to 2)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City Attorney Soltani announced the Closed Session items.

RECESS:
The meeting was recessed at 5:09 P.M. by Mayor Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 6:47 P.M. by Mayor Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City Attorney Soltani provided the Closed Session report as follows:

Item No. 1. 2021-887 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: No reportable action was taken.

Item No. 2. 2021-899 PUBLIC EMPLOYEE APPOINTMENT / EMPLOYMENT PERFORMANCE EVALUATION / DISCIPLINE / DISMISSAL OR RELEASE (CITY COUNCIL)

Recommendation: A closed session will be held pursuant to Government Code Section 54957 (b)(1) for purposes of considering the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee (for the position of the City Manager).

ACTION: The City Council authorized to put the City Manager on paid Administrative Leave and they appointed Mr. David Roberts as the Acting City Manager while she is on paid Administrative Leave.

SUBSEQUENT NEED ITEM

City Attorney Soltani asked the City Council to add a Subsequent Need Item for declaring the position of the City Clerk vacant based on the Elections Code. If the City Council is not able to reach consensus on an appointment of a City Clerk to fill the vacancy. If the City Council is interested to have an election to meet the June deadline election because you have to notice it 114 days, you would have to declare the office vacant tonight. If the City Council waits until January, you would not make it. The timeline would not work out to make it for the June election and you would have to wait until November. That is why she is asking the City Council to add it as a Subsequent Need Item. She has a resolution declaring the office of the City Clerk vacant and shared with the City Council and has copies available for the public. She requested a resolution number from the Deputy City Clerk.

It was moved to add the subsequent need item (urgency) item as Item No. 4 to the agenda for the resolution of the declaration of a vacancy in the City Clerk's Office on motion of Dear,

seconded by Hicks and unanimously carried by the following vote:

Ayes:	Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, Council Member Hicks, and Council Member Rojas
Noes:	None
Abstain:	None
Absent:	None

RECESS:
The meeting was recessed at 6:51 P.M. by Mayor Davis-Holmes.

RECONVENE:
The meeting was reconvened at 7:00 P.M. by Mayor Davis-Holmes with all members previously noted present.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Ana Meni
Inquired why the City Clerk vacancy was not properly added on the agenda by the City Manager who is now placed on Administrative Leave; requested clarification regarding the Special Meeting notice that was provided by Mayor Pro Tem Jim Dear at the previous meeting; did not include the Tree Contract and that item was added on the agenda tonight but not the City Clerk item; the report City Attorney Soltani gave regarding the City Clerk vacancy – she did not identify how the City was notified of the vacancy; she submitted a Public Records Act Request (PRAR) Form and read Myla Rahman's resignation letter dated December 7, 2021 she tendered to the city. City Management let down the community by not properly informing the Mayor and City Council in a formal capacity which should have been the City Council agenda. Staff was able to update the agenda face to add on newly sworn in Council Member Arleen Rojas and also deemed that the City Clerk position was vacant but they did not make an effort to put an agenidized item to formally report to the Mayor and City Council; bringing attention the let down, the disconnect with City management of not doing their due diligence and should have added this item on the agenda; she asked if there was another amended Special Meeting Notice because the Tree Contract was not on the Special Meeting Notice.

Mayor Davis-Holmes responded she requested the Tree Contract item be added to the Special Meeting agenda at the last City Council meeting.

Mayor Davis-Holmes and Mayor Pro Tem Dear confirmed there was no objection heard to add the Tree Contract item to the Special Meeting agenda.

This item was heard again after Item No. 4.

Representative from Great Scott Tree Services Inc.
Spoke about the original request for proposal (RFP) regarding the cost of the insurance and the existing contract

DISCUSSION: (Item 3)

Item No. 3. 2021-952 CONSIDER AWARDING A CONTRACT TO GREAT SCOTT TREE SERVICES INC. TO PROVIDE TREE MAINTENANCE SERVICES FOR THE PERIOD OF THREE YEARS

Item No. 3 was heard after Oral Communications For Matters Listed on the Agenda (Members of the Public).

Director Whitman gave a PowerPoint presentation.

Mayor Pro Tem Dear referred to the 12-Month Tree Trimming Plan slide and inquired about areas in District 2, District 1, District 4 and why is it focused on District 3. Director Whitman responded to his inquiry.

Mayor Pro Tem Dear asked if trees are to be trimmed in a schedule; any plans to bring in other types of trees; any plans to improve the tree wells. Director Whitman responded to his question.

Council Member Hilton stated he was taken back how staff changed the requirements on the floor and explained it; received an email this morning regarding the bids were not accurate; referred to another email from the United Pacific Service Incorporation; his hesitation is he saw they changed the scope or the insurance services last time which was walked on and Mayor and City Council did not get a chance to look at it; he does not support the request for proposal (RFP) and recommends readvertising for RFP.

City Attorney Soltani stated the motion is to reject all bids.

Recommendation: TAKE the following actions:

1. AWARD a three-year contract to Great Scott Tree Services, Inc. in the amount of $2,500,615.00 to provide tree planting and maintenance services with two additional one-year extensions at the City's sole discretion; AND
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney and REQUIRE any exercise of the optional extension to be presented to the City Council for approval.

ACTION: It was moved to reject all bids and rebid to make sure everything in line on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 4. **CONSIDER RESOLUTION NO. 21-178, DECLARING THE CITY CLERK POSITION VACANT (CITY COUNCIL)**

After Item No. 2, City Attorney Soltani asked the City Council to add a Subsequent Need Item for declaring the position of the City Clerk vacant based on the Elections Code. If the City Council is not able to reach consensus on an appointment of a City Clerk to fill the vacancy. If the City Council is interested to have an election to meet the June deadline election because you have to notice it 114 days, you would have to declare the office vacant tonight. If the City Council waits until January, you would not make it; the timeline would not work out to make it for the June election and you would have to wait until November. That is why she is asking the City Council to add it as a Subsequent Need Item. She has a resolution declaring the office of the City Clerk vacant. She shared with the City Council and has copies available for the public. She requested a resolution number from the Deputy City Clerk.

It was moved to add the Subsequent Need (urgency) Item as Item No. 4 to the agenda for the resolution of the declaration of a vacancy in the City Clerk's Office on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, Council Member Hicks, and Council Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 4 was heard after Item No. 3.

City Attorney Soltani noted Deputy City Clerk Simarago has a resolution number regarding the item which she provided as Resolution No. 21-178.

Council Member Hicks asked the official date the City Clerk vacated her position.

City Attorney Soltani responded in writing the City Clerk notified the City Council that she was resigning on December 8, 2021.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-178 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING THAT A VACANCY EXISTS IN THE ELECTIVE OFFICE OF THE CITY CLERK, AND ACKNOWLEDGING THE NEED TO FILL THE VACANCY WITHIN SIXTY (60) DAYS OR HAVE THE VACANCY BE SUBJECT TO A SPECIAL ELECTION UNDER APPLICABLE LAWS"

ACTION: It was moved to adopt Resolution No. 21-178, as read by title only, on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, Council Member Hicks, and Council Member Rojas
Noes: None
Abstain: None
Absent: None

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

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

Council Member Hicks stated he was concerned that he asked the other Assistant City Manager who said he was not asked if he would like to be the City Manager and that he would love to do it; would like to know what the City Council was told and what is being said now is two different things. He expressed concern the City Council was told he was asked and said he did not want it but that it seems to be not the case.

Mayor Pro Tem Dear stated that it is a moot point because the decision was already made. He spoke to Assistant City Manager John Raymond several times and recalls him saying that he does not want to be the City Manager.

Mayor Davis-Holmes stated what is being asked is if he was asked for this time.

Mayor and City Council congratulated Assistant City Manager David Roberts for his appointment as Acting City Manager. Mayor Davis-Holmes clarified Assistant City Manager John Raymond was not asked for this acting assignment.

Mayor Pro Tem Dear asked Acting City Manager David Roberts if he was asked.

Acting City Manager David Roberts responded he was not asked.

Mayor Pro Tem Dear noted new Acting City Manager David Roberts and the City Manager was put on Administrative Leave with pay.

Mayor Davis-Holmes stated the question was asked did you ask Assistant City Manager John Raymond and you stated yes just to clarify.

Mayor Pro Tem Dear stated the question was asked and answered.

Mayor Pro Tem Dear wished everyone Merry Christmas, Happy New Year, Happy Kwanza, Happy Hanukkah, and Happy Holidays.

Council Member Rojas wished everyone Happy Holidays; clarified the City Manager was not suspended and was put on Administrative Paid Leave.

Mayor Davis-Holmes announced the Snow Run Winter Fest on December 18, 2021, from 3:00 P.M. to 7:00 P.M., at the Carson Community Center. Mayor is providing 500 toys with Carson Citizens Cultural Arts Foundation to kids on a first-come, first-serve basis; 250 Turkey Giveaway on December 19, 2021, at Veterans Park; must register online.

Council Member Hicks announced Toy Giveaway on December 18, 2021, from 11:00 A.M. to 1:00 P.M. at Mills Park for Carson residents; must register.

Mayor Davis-Holmes wished everyone Happy Holidays and Merry Christmas. She thanked staff for joining the meeting.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT
The meeting was adjourned at 7:30 P.M. by Mayor Davis-Holmes to an adjourned special meeting to be held on December 13, 2021, at 5:30 P.M., Carson City Hall, Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
Joy Simarago
Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
ADJOURNED SPECIAL MEETING
DECEMBER 13, 2021
5:30 P.M.

CALL TO ORDER:
The meeting was called to order at 5:30 P.M. by Mayor Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Deputy City Clerk Joy Simarago noted the roll:

Council Members Present:
Mayor Lula Davis-Holmes, Mayor Pro Tem Jim Dear, Council Member Jawane Hilton, Council Member Cedric Hicks, and Council Member Arleen Rojas

Also Present:
Sunny Soltani, City Attorney; David C. Roberts, Jr., Acting City Manager; John Raymond, Assistant City Manager

FLAG SALUTE:

This item was heard after the Invocation.

Council Member Rojas led the Pledge of Allegiance.

INVOCATION:

Council Member Hilton gave the invocation.

DISCUSSION: (Item 1)

Item No. 1. 2021-928 CONSIDERATION FOR A PROCESS FOR OR APPOINTMENT TO THE VACATED OFFICE OF THE CITY CLERK

Acting City Manager Roberts, Jr. gave a report.

City Attorney Soltani gave a report. As reported by Acting City Manager Roberts, Jr. Myla Rahman was elected to serve through November 2022 for the unexpired term of the former City Clerk's seat. Pursuant to City Charter Section 306, the process for filling the vacancy of the City

Clerk is similar to the process of filling the vacancy for a vacant City Council seat. The options available are as follows:

Option 1 - Appoint a successor to the remainder of the term. If the City Council votes to fill the vacancy by appointment, the appointment must be made within 60 days from the commencement of the vacancy. The vacancy was declared by the City Council on December 9, 2021. Therefore, the City Council has until February 7, 2022 to fill the vacancy by appointment. There is no legal requirement that the City Council use a particular method of appointment. In the past, the City Council has used an application process to fill vacancies. Should the City Council wish to utilize the similar application process, they can instruct staff to use the applications from the past and staff can advertise the vacancy and provide an advertisement for the vacancy and obtain nominations. The City Council can also require additional criteria including completion of a candidate statement or other desired information the City Council may wish to consider. The City Council could appoint a subcommittee of Council Members to review the applications and bring recommendations back. It is within the City Council's discretion to set up a process.

Option 2 - Bypass the process and call for a special election. If you want to call for a special election to elect a successor or if you cannot reach agreement on an appointment by February 7, 2022, then an election shall be called. The City Council can call an election for the next available state election which would be the June 7, 2022 election. However, please note that the June election would be approximately for a five-month term as the office expires in November 2022. If the City Council so inclines to allow this to go to an election, the City Council may consider sending it to a November 2022 election because you would have had an election for that expired term anyways. The fiscal impact would be approximately $500,000 of additional cost to have a special June election. However, if there is no appointment there is no additional cost and if it is a November election even though there is cost associated with that election that is an election that is scheduled for this Council body and for that City Clerk seat it would be a cost that the city would have to budget for regardless.

Mayor Pro Tem Dear inquired about the $500,000 cost and why the cost doubled.

Acting City Manager Roberts, Jr. responded to his inquiry.

Council Member Hicks stated he would hope not to go through the cost of having another election.

Recommendation: DISCUSS and PROVIDE direction for filling the City Clerk vacancy.

ACTION: It was moved to consider Monette Maria Gavino to be chosen as the incoming City Clerk to take the spot of Myla Rahman on motion of Rojas, seconded by Dear.

Council Member Hilton offered a substitute motion to appoint Dr. Khaleah K. Bradshaw, Director of Local Government and Community Relations at California State University Dominguez Hills (CSUDH), to fill the City Clerk vacancy, seconded by Hicks.

During discussion of the motion, Mayor Pro Tem Dear asked if Dr. Bradshaw will quit her job at CSUDH.

Council Member Hilton stated he received many calls asking to be the next City Clerk and that Dr. Bradshaw will put things in perspective.

The substitute motion was carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes: Council Member Rojas.
Abstain: None
Absent: None

Mayor Davis-Holmes directed staff to contact Dr. Khaleah Bradshaw and make arrangements for her to be sworn in tonight if she is available and to inform her that the City Council has voted to appoint her to the City Clerk position expiring November 2022.

Item No. 2. SUBSEQUENT NEED ITEM TO SEND LETTER OPPOSING THE ASSEMBLY DISTRICT MAPPING

After the invocation, Acting City Manager Roberts, Jr. requested to add a Subsequent Need Item regarding the Assembly District. There is a 10-day requirement that the letter be sent and looking for collaboration with the City Attorney's Office along with staff to ensure that we have a comprehensive letter that could be sent on time on behalf of the City Council.

Mayor Davis-Holmes noted the Subsequent Need Item is the City of Carson has been divided. The Assembly District has been divided into two Districts 65 and 69 with a south portion being a part of Long Beach. Therefore, adding Subsequent Need Item as Item No. 2 with no objection heard.

Item No. 2 was heard after Item No. 1.

Mayor Davis-Holmes asked for a report.

Acting City Manager Roberts, Jr. noted there was a request for a subsequent need item due to the request to have a letter opposing the Assembly District mapping and want to ensure that there is a comprehensive letter that can be submitted on behalf of the city in collaboration with the City Attorney's Office ensuring that the letter is comprehensive and stating the opposition of the City Council to the possibility of the redistricting.

City Attorney Soltani noted Acting City Manager Roberts, Jr. gave her a draft of a letter he prepared and felt there is legal precedent that needs to be discussed about how it is against the law to divide communities. She suggested to add this item as a Subsequent Need Item for the following reasons: 1) The letter is from the entirety of the City Council who has to approve it and authorize it and 2) Would give time to put the legal support for the city's position. If Council could vote to authorize staff and the City Attorney's Office to draft a letter in opposition of the proposed State Assembly District map that would split the City of Carson. She stated is happy to draft the letter and circulate to the Council Members for their review and sent within the 10-day timeframe.

Mayor Pro Tem Dear requested to see the map and the City Attorney mentioned illegal to divide communities but they are divided by the State Redistricting Commission is common.

City Attorney Soltani stated there are case laws that set parameters as to how that can be done effectively. There is an analysis that can be discussed that is missing from the current draft that she meant to say.

Recommendation: DISCUSS and AUTHORIZE staff to send letter opposing the assembly district mapping.

ACTION: Discussion was held as follows:

Mayor and City Council authorized staff and the City Attorney's Office to draft a letter in opposition of the proposed State Assembly District map within the 10-day timeframe with no objection heard.

Mayor Davis-Holmes asked if maps of Assembly District 65 and Assembly District 69 are available.

Acting City Manager Roberts, Jr. responded the City Attorney has the maps and will provide copies to the Mayor and City Council.

Mayor Davis-Holmes stated staff can also email the link of the maps she received and there is a questionnaire that residents can complete to state their concerns.

Council Member Hicks asked for the deadline date for submittal of letter.

Acting City Manager Roberts, Jr. responded the 10 days comes from the date of the notice received by email today which was dated yesterday, therefore, by December 23rd to respond. He noted the City Attorney will draft the letter for the Mayor and City Council's review.

Council Member Hilton stated to make sure the City Attorney is firm in saying to keep Carson together in one district.

Mayor Davis-Holmes stated community has similar characteristics and to make sure stay in new Assembly District 65.

Council Member Hilton inquired about the delegates who are a part of the County Central Committee if they shift over.

Mayor Pro Tem Dear asked where Assembly District 64 is located in the proposed new maps.

Mayor Davis-Holmes responded Assembly District 64 becomes Assembly District 65, just changing the number.

Acting City Manager Roberts, Jr. provided a copy of the map to the Mayor, City Council, and staff.

Mayor Dear directed Acting City Manager Roberts, Jr. to send link and inform the residents to complete a questionnaire on social media, etc.

Discussion ensued regarding the district map.

Mayor Davis-Holmes thanked staff for placing item on the agenda at short notice. She also thanked City Attorney Soltani.

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

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member Hilton wished a Happy Birthday to Council Member Rojas son.

Council Member Rojas wished a Happy Birthday to her son Andrew Christian Rojas who is serving in the United States Navy. She thanked everyone for the birthday wishes.

Mayor Davis-Holmes wished a Happy Birthday to Council Member Rojas' son Andrew and thanked him for serving the country. She wished everyone Happy Holidays.

Mayor Pro Tem Dear stated the City of Carson is moving forward with the right changes. He encouraged City employees to enjoy the holiday season and wished everyone Merry Christmas, Happy Holidays, and Happy New Year.

Mayor Davis-Holmes asked the date of the Employee Christmas Party.

Acting City Manager Roberts, Jr. stated a luncheon will be provided to the employees on December 22, 2021, confirming time with Director Lennox, buffet style in the atrium with social distancing.

Director Lennox noted buffet style in the atrium, socially distant.

City Attorney Soltani addressed Acting City Manager Roberts, Jr. that she always offers to pay for the employee luncheon and to reach out to her to sponsor it.

Mayor Davis-Holmes announced the following:

- Will be distributing 250 turkeys on December 19, 2021, at Veterans Park, at 3:00 P.M.
- Toy Giveaway in conjunction with the Winter Fest on December 18, 2021, at the Carson Community Center; the Carson Citizens Cultural Arts Foundation will be distributing 500 plus toys; thanked the Carson Citizens Cultural Arts Foundation for supporting the city and their partnership with the city

Council Member Hicks announced/reported the following:

- Wished everyone Happy Holidays and Merry Christmas
- Toy Giveaway for 500 Carson residents ages 2-12, December 18, 2021, from 11:00 A.M. to 1:00 P.M., at Mills Park; must register now which is up to 460
- Requested to adjourn meeting in memory of Vincent Fernandez, renowned singer

Council Member Hilton wished everyone Happy Holidays and Merry Christmas.

ORAL COMMUNICATIONS

William Smalley
Relayed message from Homeowners Association Board of Colony Cove Mobile Estates regarding the loss of the City Clerk; adamant about rejecting any consideration of spending funds for a Special Election due to a short period of time that they will spend in office; an appointment would be more appropriate and more economical to save money; asked the City Attorney some way to amend the employment contract whenever upper management personnel are placed in a position that may include a clause where if you choose to leave your position prior to the time before your term ends that you pay an exit fee to apply in a statewide search for a replacement. If they are going to leave us and put us in an alert like that and cause us to spend money then they should help to soften the blow to the General Fund.

Mayor Davis-Holmes wished Happy Holidays to Mr. Smalley.

Council Member Rojas wished everyone Happy Holidays and Happy New Year.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

ADJOURNMENT
The meeting was adjourned at 6:05 P.M. by Mayor Davis-Holmes.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
Joy Simarago
Deputy City Clerk

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready Report #2024-0745.pdf

File #: 2024-0745, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Written Communications

SUBJECT:

APPROVAL OF THE REMAINING 2021 BACKLOG OF CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES

I. SUMMARY

The City Clerk's Office is seeking approval of the following remaining 2021 minutes. The backlog of minutes was due to staffing shortage.

- September 7, 2021 (Regular)
- September 21, 2021 (Regular)
- October 5, 2021 (Regular)
- October 11, 2021 (Special)
- October 14, 2021 (Adjourned Special)
- October 19, 2021 (Regular)
- October 25, 2021 (Special)
- November 3, 2021 (Regular)
- November 16, 2021 (Regular)
- December 7, 2021 (Regular)
- December 9, 2021 (Special)
- December 13, 2021 (Adjourned Special)

II. RECOMMENDATION

Approve the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 7, 2021
2. Minutes, September 21, 2021
3. Minutes, October 5, 2021
4. Minutes, October 11, 2021
5. Minutes, October 14, 2021
6. Minutes, October 19, 2021
7. Minutes, October 25, 2021
8. Minutes, November 3, 2021
9. Minutes, November 16, 2021
10. Minutes, December 7, 2021
11. Minutes, December 9, 2021
12. Minutes, December 13, 2021

1.

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

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 7, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary John W. Carroll, Sr. noted the roll:

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear led the Pledge of Allegiance.

INVOCATION:

Item No. 1. 2021-517 PASTOR DR. MICHAEL FISHER, GREATER ZION CHURCH FAMILY

Pastor Dr. Michael Fisher gave the invocation.

CLOSED SESSION (Items 2-9)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:12 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:24 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-639 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Venegas, Frank v. City of Carson, Workers' Comp. Appeals Board, Marina Del Rey. WCAB Case No. ADJ12773114

ACTION: No reportable action was taken.

Item No. 3. 2021-558 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9 (d)(2) or (d)(3) & (e)(1) because there is a significant exposure to litigation in one case.

ACTION: Item No. 3 was not taken up and will be taken up later in the meeting.

At 10:45 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-590 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of

City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

Item No. 5. 2021-689 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows:
CAM-CARSON, LLC, a Delaware limited liability company, Plaintiff, v. CARSON RECLAMATION AUTHORITY, a California joint powers authority; the CITY OF CARSON, CALIFORNIA, a municipal corporation; RE | SOLUTIONS, LLC., a Colorado limited liability company; and DOES 1 through 50, inclusive, Defendants, Case Number 20STCV16461, Superior Court.

ACTION: Item No. 5 was not taken up and will be taken up later in the meeting.

At 10:45 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 6. 2021-675 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, (SUCCESSOR AGENCY)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
The Successor Agency to the Carson Redevelopment Agency, A Public Entity organized and existing under California Health & vs. Los Angeles County Second Supervisorial District Consolidated Oversight Board, A Public Body Corporate and politic formed, Sacramento Superior Court Case No. 34-2020-80003382 -CU-WM-GDS

ACTION: The City Council authorized an appeal of the matter.

Item No. 7. 2021-596 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: Item No. 7 was not taken up and will be taken up later in the meeting.

Item No. 8. 2021-584 CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations with Mike Israelsky of Summit Team, Inc., with whom City is negotiating, and to give direction to its negotiators, Sharon Landers, City Manager and David Roberts, Assistant City Manager, regarding that certain real property known as 631 E. University Drive / APN: 7319005016. The City's real property negotiator will seek direction from the City Council regarding the price and terms of payment for the property.

ACTION: Item No. 8 was not taken up and will be taken up later in the meeting.

At 10:45 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 9. 2021-680 PUBLIC EMPLOYEE EMPLOYMENT PERFORMANCE EVALUATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957, to conduct an employee evaluation for the position of City Manager.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 10. 2021-632 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged Captain Damon Jones and recognized the heroic acts of six members of the Carson Sheriff Station. Last week, the Sheriff Team helped save the life of a young girl named Maddy by rescuing her after she had fallen into a swimming pool. The six deputies are as follows:

Deputy Jose Ramirez
Deputy Sean Hylands
Deputy Miranda Carvahlo
Deputy Addison DeBoom
Deputy Larry Billoups
Dispatcher Dwayne Rhine, Law Enforcement Technician

Captain Jones spoke about the heroics acts of the Deputies, Emergency Medical Technician (EMT) and Dispatcher on August 25, 2021.

City Manager Landers shared that Maddy received a Build A Bear named Angel from the city.

Captain Jones shared a video of the incident and Maddy's aunt thanked everyone for their heroic act on behalf of her family.

City Manager Landers shared a special reward to be presented to the Deputies and Dispatcher.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked the Deputies, EMT and Dispatcher for their heroic act.

Captain Jones thanked the city for their support and recognizing his staff. He read the Certificate of Commendation that was given to the Deputies and Dispatcher.

Maddy's mother Wendy joined in the meeting to thank everyone for the work and professionalism in saving her daughter.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes invited Maddy and her mother to attend a future City Council meeting for a photo with her.

The Council Members thanked the Deputies and first responders for their work.

Captain Jones announced that Sergeant Veramendi will be retiring soon. He introduced the incoming Community Relations Sergeant Armando Hernandez, Jr. who gave an overview of his past history in the workforce. He gave his email address: a4hernan@lasd.org.

Captain Jones announced/reported the following:

- Thanked those who participated in the Community Night Out last month
- Thanked those who attended the Coffee with the Station
- Driving Under the Influence (DUI) Checkpoint a few weeks ago
- Deputies and Sergeants attended the Mental Evaluation Training
- Gave six Explorers each a $500 scholarship to assist with higher education
- Essay Contest at the Station for 9th thru 12th graders; essays being reviewed; winners will receive gift cards
- Reminded everyone to continue to drive carefully and slow down; reminded everyone the speed limit around the school zone is 25 mph
- Participated in an event dealing with law enforcement relations at Dignity Health Sports Park
- Reported street racing, successfully disbursed them, made four arrests, towed three vehicles, and issued citations
- Received calls about police activity that occurred a few weeks ago at the Canes Restaurant across from the mall and everything is fine; apprehended robbery suspects

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Captain Jones for stopping the street racing and incident at Canes.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reported on the reoccurrence of street racing on Santa Fe Avenue at the intersection of Dominguez Street. He asked Captain Jones for any results. Captain Jones responded to his question and received

reports of street racing on Carson Street and Martin Street.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported the residents stated the Sheriff responded immediately to the street racing and wanted to express their appreciation of their work.

Council Member/Agency Member/Authority Board Member Hicks also received a report and thanked Captain Jones and Deputies for their work.

Council Member/Agency Member/Authority Board Member Hilton stated he participated in a bias training helping young people interact with law enforcement. It was a phenomenal event hosted by Game Changers at the Dignity Health Sports Park along with Assemblymember Mike Gipson and the Brotherhood Crusade. He thanked Captain Jones and Lieutenant Jabar Williams with numerous law enforcement officials from the City of Carson with great dialogue.

Item No. 11. 2021-651 INTRODUCTIONS OF CARSON COMMUNITY OF SCHOOLS ADMINISTRATOR DR. AFIA HEMPHILL, LOCAL DISTRICT SOUTH SUPERINTENDENT MICHAEL ROMERO, PRINICIPAL STEPHANIE AUSTIN FROM AMBLER ELEMENTARY SCHOOL, PRINCIPAL SONIA BUENROSTRO FROM CARSON ACADEMIES OF EDUCATION & EMPOWERMENT (AEE), AND PRINCIPAL DR. DIANA FAATAI FROM CARSON HIGH SCHOOL

Item No. 11 was heard after Item No. 16.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Dr. Afia Hemphill who introduced the following:

Stephanie Austin, Principal from Ambler Elementary School
Sonia Buenrostro, Principal from Academies of Education & Empowerment (AEE)
Dr. Diana Faatai, Principal from Cason High School

Mayor and City Council welcomed, thanked, and congratulated all the principals for their work.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes sends her regards to Superintendent Michael Romero.

INTERNAL PROMOTIONS

Item No. 12. 2021-679 RICHARD AHLGRIM - FACILITIES MAINTENANCE SUPERVISOR
MODESTO BOLANOS - FACILITIES MAINTENANCE SUPERVISOR
CLAUDIA BUENROSTRO - ACCOUNTING MANAGER
LATOYA BUTLER - ECONOMIC DEVELOPMENT LIAISON
ADRIANA CABRERA - HUMAN RESOURCES ASSISTANT
LAKESHA WILSON - HUMAN RESOURCES SPECIALIST
MELODY CARTER - SOCIAL SERVICES COORDINATOR

DANI COOK - HUMAN SERVICES SUPERVISOR
JESSICA CORIA - SENIOR CLERK
DAVID CROCKETT - FLEET MAINTENANCE SUPERVISOR
MELISSA FIGUEROA - SENIOR CLERK
STEPHANIE MARTINEZ - EVENT SERVICES COORDINATOR
GLORIA MURILLO - CODE ENFORCEMENT OFFICER
JONATHAN NERY - ASSISTANT AQUATICS PROGRAM SUPERVISOR PART TIME
JOSE PINA - RECREATION CENTER SUPERVISOR II
KANECA POMPEY - ASSISTANT PLANNER
JOSILLA TOGIOLA - BUYER

Director Moseley congratulated and announced the Internal promotions as follows:

Richard Ahlgrim - Facilities Maintenance Supervisor, Public Works Department
Modesto Bolanos - Facilities Maintenance Supervisor, Public Works Department
Claudia Buenrostro - Accounting Manager, Finance Department
Latoya Butler - Economic Development Liaison, Community Development Department
Adriana Cabrera - Human Resources Assistant, Human Resources and Risk Management Department
Lakesha Wilson – Human Resources Specialist, Human Resources and Risk Management Department
Melody Carter - Social Services Coordinator, Community Services Department
Dani Cook - Human Services Supervisor, Community Services Department
Jessica Coria - Senior Clerk, Public Works Department
David Crockett - Fleet Maintenance Supervisor, Public Works Department
Melissa Figueroa - Senior Clerk, City Clerk's Office
Stephanie Martinez - Event Services Coordinator, Community Services Department
Gloria Murillo - Code Enforcement Officer, City Manager's Office, Public Safety Division
Jonathan Nery – Assistant Aquatics Program Supervisor Part Time, Community Services Department
Jose Pina - Recreation Center Supervisor II, Community Services Department
Kaneca Pompey - Assistant Planner, Community Development Department
Josilla Togiola – Buyer, Finance Department

INTRODUCTION OF NEW EMPLOYEES

Item No. 13. 2021-643 KENNETH YOUNG, SENIOR CIVIL ENGINEER
VERNON VILLANUEVA, ASSOCIATE CIVIL ENGINEER
RALSTON TURNER, SENIOR BUDGET ANALYST

Director Moseley welcomed and introduced the new employees as follows:

Kenneth Young – Senior Civil Engineer, Public Works Department

Director Whitman stated she is pleased to have Kenneth Young's experience on board.

Vernon Villanueva – Associate Civil Engineer, Public Works Department
Ralston Turner - Senior Budget Analyst, Finance Department

ANNOUNCEMENT OF NEW EMPLOYEES

Item No. 14. 2021-637 RICARDO ANTUNEZ - POOL MAINTENANCE SPECIALIST
MARK ARRILA - ASSISTANT MAINTENANCE WORKER
JOSEPH CANALITA – PUBLIC WORKS ADMINISTRATIVE INTERN PART TIME
TONI COSTANZO - PUBLIC WORKS ADMINISTRATIVE SECRETARY
HNIN PHYU - ACCOUNTANT
LUIS TINOCO - ASSISTANT MAINTENANCE WORKER
DEAN YOONG – PUBLIC WORKS ADMINISTRATIVE INTERN PART TIME

Director Moseley welcomed and announced the new employees as follows:

Ricardo Antunez – Pool Maintenance Specialist
Mark Arrila – Assistant Maintenance Worker
Joseph Canalita – Public Works Administrative Intern Part Time
Toni Costanzo – Public Works Administrative Secretary
Hnin Phyu – Accountant
Luis Tinoco – Assistant Maintenance Worker
Dean Yoong – Public Works Administrative Intern Part Time

PRESENTATIONS

Item No. 15. 2021-638 PRESENTATION ON CITY OF CARSON AND CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS TOWN AND GOWN EVENTS

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave an overview of the partnership with the California State University, Dominguez Hills (CSUDH).

City Manager Landers presented a video clip from CSUDH featuring the Mayor, City Council, and Dr. Thomas A. Parham, President, CSUDH, of the Town and Gown events.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the video be displayed on the City's webpage. She thanked the City Manager and CSUDH for the presentation.

Item No. 16. 2021-652 CERTIFICATE OF RECOGNITION FOR PREVAILING IN CHRIST MINISTRIES AND PASTOR MICHAEL J. EALEY FOR SUPPORTING FOOD DISTRIBUTION PROGRAMS AND VACCINATION EFFORTS IN THE CARSON COMMUNITY

Item No. 16 was heard after Item No. 10.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Certificate of Recognition and presented to Pastor J. Ealey who accepted with words of gratitude.

Mayor and City Council thanked Pastor Ealey and his church for all they do for the community.

Item No. 17. 2021-113 PROCLAMATION RECOGNIZING SEPTEMBER 8, 2021 AS CARSON LITERACY DAY

Item No. 17 was heard after Item No. 15.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the Proclamation recognizing September 8, 2021 as Carson Literacy Day.

Elizabeth Untalan, teacher at Catskill Avenue Elementary School, spoke on the literacy that has taken place in the Carson elementary schools.

Item No. 18. 2021-112 PROCLAMATION RECOGNIZING THE 20TH ANNIVERSARY OF SEPTEMBER 11, 2001

Item No. 18 was heard after Item No. 19.

Council Member/Agency Member/Authority Board Member Hilton read the Proclamation recognizing the 20th Anniversary of September 11, 2001.

Chaplain Kemp accepted the Proclamation on behalf of the Santa Monica Police Department as a volunteer Chaplain, retired United States Army Veteran, Chaplain for the Department of Veterans Affairs, and all first responders. He offered words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes talked about an event that was held at the water fountain in front of City Hall. She requested staff to bring back event for approval.

Item No. 19. 2021-106 PROCLAMATION RECOGNIZING SEPTEMBER 2021 AS PROSTATE CANCER AWARENESS MONTH

Item No. 19 was heard after Item No. 17.

Council Member/Agency Member/Authority Board Member Hicks read the Proclamation recognizing September 2021 as Prostate Cancer Awareness Month.

Council Member/Agency Member/Authority Board Member Hicks introduced Dr. James Yeh, M.D., from Harbor-UCLA Medical Center, who accepted the proclamation and offered words of gratitude. He also acknowledged Larissa Celles, Nurse Practitioner.

Council Member/Agency Member/Authority Board Member Hicks announced the Prostate Cancer 5K Walk on September 18, 2021 at CSUDH from 10:00 A.M. to 2:00 P.M.

Item No. 20. 2021-105 PROCLAMATION RECOGNIZING SEPTEMBER 2021 AS SICKLE CELL AWARENESS MONTH

Item No. 20 was heard after Item No. 18.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation recognizing September 2021 as Sickle Cell Awareness Month. She accepted the proclamation on behalf of Vonda and Shirley Graves.

Vonda joined the meeting and offered comments and words of gratitude.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following comments that were submitted electronically:

Kim Turner, Transit Director of the Torrance Transit System of Torrance, CA - Item No. 37
Torrance Transit is aware that Long Beach Transit (LBT) is intending to launch new service into the Carson area beginning in September of 2021. While they support regional connectivity between transit agencies to benefit bus riders, they are concerned that two of the four proposed routes will replicate service already provided by Torrance Transit. In addition, it appears that Long Beach Transit may be in violation of numerous Public Utility Codes such as 130001, 99280, 99281, 99238.5, 99284, 99285 and 99286. Therefore, asked the Mayor and City Council to postpone the launch of the planned Carson service and agreement with LBT until the two agencies have the opportunity to formally meet, discuss and coordinate as required by law.

Liz Foisia - Non Agenda Item
Since the Council Meetings have been conducted online, public comments have been made by letter, that was read into record by the Clerk, or by calling in and stating comments over the telephone. The former City Clerk, Ms. Gause, requested 5 names of Carson residents who were also registered voters to be on record in support of the letter being submitted, so that 5 minutes can be allotted to that particular letter, instead of the 3 minutes permitted for each letter or speaker. Asked if it is still the practice, since in person meetings were supposed to have resumed the month of September; will be sending in a letter for a non-agendized item for the Council Meeting, September 07, 2021, and will send in 5 names of Carson residents/registered voters so her letter will be allotted 5 minutes and read in its entirety for the record; supports Councilman Hilton's public comments as a Carson resident at the last Council meeting, August 03, 2021, regarding the behavior of City Manager Sharon Landers and Director of Human Resources Faye Moseley and treatment of employees; offered comments regarding City Attorney Sunny Soltani; and concurred with Carson resident Jawane Hilton/Councilmember District 1 suggestion to bring an independent investigator

Wendy Lee, Acting Community Library Manager of Carson Library – Non Agenda Item
Gave an update about the library as follows: With the reopening of the State, the majority of Los Angeles County Libraries have opened their doors for select in-person services. Carson Library remains closed, however, due to a necessary safety upgrade that could not begin until the spring of 2021 due to funding and pandemic-related delays. In the meantime, Carson Library is still offering sidewalk service where customers can pick up their holds. Laptop and hotspot kits are also available to check out so customers can access the internet from the comfort of their home. Please visit website at lacountylibrary.org or call at 310-830-0901 for more information; encouraged customers to visit Dr. Martin Luther King, Jr., Library, at 17906 S. Avalon Boulevard, which is open Tuesday through Saturday, for in-person library service. Lastly, Los Angeles County Library has gone fine free and has eliminated past, present, and future fines for overdue

books and materials.

D. Hawkins – Non Agenda Item
Offered comments regarding Mayor Davis-Holmes, City Manager Landers, and Director of Human Resources

C. Alvarez - Non Agenda Item
Offered comments regarding corruption, discrimination and bullying of employees in City Hall

Diwa Alquino - Non Agenda Item
Thanked the Mayor and City Council for helping family; requested assistance from the city to cut tree, with rent, and a job; offered comments regarding the City Manager

Leticia Lopez – Non Agenda Item
Offered comments regarding Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and City Manager Landers

Freddie Gomez, Public Relations Commissioner - Non Agenda Item
Asked Mayor and City Council to encourage Mayor Pro Tern Jim Dear to comply with the City of Carson Code of Ethics Ordinance 08-1409; reported that Mayor Pro Tem Dear has been spreading false rumors that he is a fake Pastor / Minister and convicted felon; asked the Mayor and Council to admonish him to stop; shared he does the work of ministry in serving the community over the past 25 years

Mayor Pro Tem Dear offered comments regarding Freddie Gomez.

Mayor Davis-Holmes offered comments regarding Freddie Gomez.

City/Agency/Authority Attorney Soltani cautioned Mayor Davis-Holmes and Mayor Pro Tem Dear to step away from the dais and speak as residents and to not use the dais to conduct anything that could be construed as electioneering.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stepped down and excused herself as Mayor to make comments as a resident and offered comments regarding Freddie Gomez.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stepped down as Mayor Pro Tem to make comments as a resident and offered comments regarding Freddie Gomez.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. noted a written communication was received after the deadline submission. Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated to proceed with the presentation of the written communication.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following comment that was submitted electronically:

Ricardo Pulido – Non Agenda Item
Reported the Gulf Avenue neighborhood track has been neglected for street repairs, paving, street sweeping, tree trimming and asked the city to follow through with the services needed;

reported a Code Enforcement Officer visited his home because of an anonymous complaint; offered comments regarding the City Manager and Director of Human Resources, Environmental Commission meetings, and diversity

APPROVAL OF MINUTES:

Item No. 21. 2021-656 APPROVAL OF THE JANUARY 21, 2021 CITY COUNCIL/HOUSING AUTHORITY SPECIAL MEETING MINUTES; AND JANUARY 26, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 22-43)

It was moved to approve the Consent items on motion of Dear, seconded by Hilton.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Items No. 26, 27, 28, 29, 30, and 31 for discussion.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 37 for discussion.

The motion to approve Consent Items No. 22-43, except Items No. 26, 27, 28, 29, 30, 31 and 37, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 22. 2021-684 Resolution No. 21-105, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,348,226.20, DEMAND CHECK NUMBERS 158976 THROUGH 159436

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-664 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JULY 31, 2021

Recommendation: RECEIVE and FILE.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-662 CONSIDER APPROVAL OF THREE FACILITIES USE AGREEMENTS WITH LOS ANGELES COUNTY RELATED TO USE OF SITES AS VOTE CENTERS USED FOR GUBERNATORIAL RECALL ELECTION AND CORRESPONDING VOTE CENTER ELECTION PLANS (CITY COUNCIL)

Recommendation:
1. APPROVE Facilities Use Agreements with Los Angeles County Registrar-Recorder/County Clerk for use of City sites as vote centers for September 14, 2021 Gubernatorial Recall Election for the following sites: Foisia Park (Gymnasium), Carson Civic Center (Carson Dominguez Room), and Veterans Park (Gymnasium), and corresponding Vote Center Election Plans.
2. AUTHORIZE the City Manager to execute the agreements and Vote Center Election Plans. The agreements will be executed after approval as to form by the City Attorney.
3. WAIVE site-related fees.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-641 CONSIDER AN UPDATE FROM THE LEGISLATIVE AD HOC COMMITTEE AND RECOMMENDATIONS FOR THE CITY COUNCIL TO CONSIDER SUPPORTING SENATE BILL 4 (GONZALEZ), ASSEMBLY BILL 14 (AGUIAR-CURRY) (CITY COUNCIL)

Recommendation:
1. SUPPORT SB 4 (GONZALEZ) and SUPPORT AB 14 (AGUIAR-CURRY)
2. AUTHORIZE staff to send the advocacy letters included as Exhibit 1.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-384 CONSIDER RESOLUTION NO. 21-120 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTING STRUCTURE OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

Item No. 26 was heard after approval of the Consent items.

Director Whitman gave a report.

Council Member/Agency Member/Authority Board Member Hilton inquired if the Operations Manager position has been filled. City Manager Landers responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hilton spoke about the reporting structure of the Public Works Department.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments in support of the item.

Recommendation: WAIVE further reading and ADOPT Resolution NO. 21-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTING STRUCTURE OF THE PUBLIC WORKS DEPARTMENT".

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

Item No. 27. 2021-508 CONSIDERATION OF RESOLUTION NO. 21-108, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-108, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER."

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

Item No. 28. 2021-498 CONSIDERATION OF RESOLUTION NO. 21-091, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A JOB CLASSIFICATION SPECIFICATION FOR ADMINISTRATIVE SPECIALIST JOB SERIES (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-091, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A JOB CLASSIFICATION SPECIFICATION FOR ADMINISTRATIVE SPECIALIST JOB SERIES."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 29. 2021-635 CONSIDERATION OF RESOLUTION NO. 21-109, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PURCHASING MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-109, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PURCHASING MANAGER."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 30. 2021-668 CONSIDERATION OF RESOLUTION NO. 21-121, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR CIVIL ENGINEER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-121, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR CIVIL ENGINEER."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 31. 2021-669 CONSIDERATION OF RESOLUTION NO. 21-122, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE CIVIL ENGINEER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-122, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE CIVIL ENGINEER."

ACTION: It was moved to approve staff recommendation on motion of Hilton, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 32. 2021-674 CONSIDERATION OF RESOLUTION NOS. 21-116, 21-117 AND 21-118 AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATIONS FOR SENIOR BUS DRIVER, FULL-TIME BUS DRIVER AND PART-TIME BUS DRIVER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-116, Resolution No. 21-117 and Resolution No. 21-118, "RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATIONS FOR SENIOR BUS DRIVER, FULL-TIME BUS DRIVER AND PART-TIME BUS DRIVER."

ACTION: Item No. 32 was approved on Consent.

Item No. 33. 2021-615 CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES WITH PRINCIPAL LIFE INSURANCE COMPANY FOR ADMINISTRATION OF THE CITY OF CARSON SELF-INSURED DENTAL PLAN AGREEMENT (CITY COUNCIL)

Recommendation: 1. APPROVE Amendment No. 3 to the Agreement to exercise the City's first of two remaining one-year options to extend the term of the Agreement, thereby extending the term expiration date from November 1, 2021 until November 1, 2022, at existing fee rates (Exhibit 4) ("Amendment No. 3"); and
2. AUTHORIZE the Mayor to execute Amendment No. 3 following approval as to form by the City Attorney.

ACTION: Item No. 33 was approved on Consent.

Item No. 34. 2021-661 CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO: 1632 - COMMUNITY CENTER COILING WALL REPLACEMENT (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No: 1632: Community Center Coiling Wall Replacement.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No: 1632: Community Center Coiling Wall Replacement.

ACTION: Item No. 34 was approved on Consent.

Item No. 35. 2021-682 CONSIDER ADOPTING RESOLUTION NO. 21-119 AUTHORIZING THE USE OF DIGITAL SIGNATURES AND NOTARIZED ELECTRONIC SIGNATURES FOR CITY CONTRACTS (CITY COUNCIL)

Recommendation: WAIVE further reading and APPROVE Resolution No. 21-119 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE USE OF DIGITAL SIGNATURES AND NOTARIZED ELECTRONIC SIGNATURES FOR CITY CONTRACTS"

ACTION: Item No. 35 was approved on Consent.

Item No. 36. 2021-547 CONSIDER APPROVING AN APPLICATION TO AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES TO DESIGNATE THE CITY OF CARSON AS AN AGE-FRIENDLY CITY (CITY COUNCIL)

Recommendation: DIRECT staff to apply for the AARP Age-Friendly City designation.

ACTION: Item No. 36 was approved on Consent.

Item No. 37. 2021-616 CONSIDER APPROVING A SERVICE AGREEMENT WITH LONG BEACH TRANSIT TO PROVIDE FIXED-ROUTE BUS SERVICE (CITY COUNCIL)

Item No. 37 was heard after Item No. 31.

Director Lennox gave a PowerPoint presentation of the Long Beach Transit Fixed Route Service Agreement.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if a survey has been done to see if Carson residents travel to other South Bay Cities and Downtown Los Angeles compared to traveling to Long Beach. Director Lennox stated a route study was completed over a year ago and this is the result of the survey.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear referred to the letter from Kim Turner, Transit Director of Torrance Transit System of Torrance, California, and asked about statutory requirements. Dr. Lennox responded to his question.

City Manager Landers gave comments regarding the routes.

Council Member/Agency Member/Authority Board Member Hicks asked if the buses are big or little and would they include a city logo. Dr. Lennox responded to his question.

Recommendation: TAKE the following actions:
1. APPROVE the proposed Contract Service Agreement with Long Beach Public Transportation Company at a not-to-exceed total contract sum of $5,310,000 total for the initial three-year term of the agreement ($1,770,000 annually), with specified further service increases authorized subject to City Manager approval and execution of a contract amendment if the service increase within the limits specified is deemed to be needed (Exhibit No. 1) ("Agreement"); and

2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney; and
3. WAIVE further reading and ADOPT Resolution No. 21-113, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICES DIVISION, PROPOSITION A AND PROPOSITION C FUNDS."

ACTION: It was moved to approve staff recommendations on motion of Dear, seconded by Hilton.

During discussion of the motion, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear offered a friendly amendment to the motion and requested staff to meet with Torrance Transit which was accepted by the seconder of the motion.

The motion, as amended, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 38. 2021-647 CONSIDER AWARD AND APPROVAL OF CONTRACT SERVICES AGREEMENT WITH RSG, INC. FOR POST-REDEVELOPMENT DISSOLUTION SERVICES (SUCCESSOR AGENCY)

Recommendation: TAKE the following actions:
1. AWARD and APPROVE the contract services agreement with RSG, Inc. to provide post-redevelopment dissolution services for a not-to-exceed contract sum of $297,775 through June 30, 2026.
2. AUTHORIZE the Agency Chair to execute the agreement following approval as to form by the Agency Counsel.

ACTION: Item No. 38 was approved on Consent.

Item No. 39. 2021-654 CONSIDER REJECTION OF BID FOR PROJECT NO. 1665: 189TH STREET PEDESTRIAN BRIDGE REPAIR (CITY COUNCIL)

Recommendation: Take the following actions:
1. REJECT the bid received for Project No. 1665 - 189th Street Pedestrian Bridge Repair.
2. AUTHORIZE staff to re-advertise in an effort to receive more competitive and responsive bids.

ACTION: Item No. 39 was approved on Consent.

Item No. 40. 2021-667 CONSIDER RESOLUTION NO. 21-114 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHT OF WAY CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF CARSON AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR TEMPORARY USE OF A PORTION OF CITY PROPERTY ON E. 223RD STREET (APN: 7315-012-900) FOR TEMPORARY STORAGE OF EQUIPMENT AND CONSTRUCTION ACCESS EASEMENT TO RETROFIT THE ADJACENT DOLORES YARD OVERHEAD BRIDGE PROJECT (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 21-114, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO RIGHT OF WAY CONTRACT AGREEMENT BETWEEN THE CITY OF CARSON AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR STORAGE AND CONSTRUCTION EASEMENTS OF A PORTION OF CITY-OWNED REAL PROPERTY LOCATED ON E. 223RD STREET (APN 7315-012-900)"

ACTION: Item No. 40 was approved on Consent.

Item No. 41. 2021-658 CONSIDER AUTHORIZATION TO EXPEND ADDITIONAL CONSTRUCTION CONTINGENCY FOR PROJECT NO. 1422 BROADWAY INTERSECTION IMPROVEMENTS - TRAFFIC SIGNAL MODIFICATIONS (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. AUTHORIZE additional contingency funds in the amount of $90,000.00 to cover pending change orders, other additional work, and other unforeseen construction work that may be required to complete Project No. 1422: Broadway Intersection Improvements - Traffic Signal Modifications.
2. APPROPRIATE funds in the amount of $90,000.00 from the Measure M and Measure R funds balance to augment the amount currently budgeted for Project No. 1422 - Broadway Intersection Improvements - Traffic Signal Modifications.
3. ADOPT Resolution No. 21-111, "A Resolution of the City Council of the City of Carson amending the fiscal year 2021-22 budget in the Special Revenue Funds."

ACTION: Item No. 41 was approved on Consent.

Item No. 42. 2021-685 CONSIDER APPROVAL OF A UTILITY RELOCATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CARSON AND METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (MWD) FOR THE COSTS OF RELOCATING MWD'S UTILITY EQUIPMENT (CITY COUNCIL)

Recommendation: 1. APPROVE the Utility Relocation and Reimbursement Agreement between the City of Carson and Metropolitan Water District of Southern California for the costs of relocating MWD's utility equipment.
2. AUTHORIZE the Mayor to execute the Utility Relocation and Reimbursement Agreement between the City of Carson and Metropolitan Water District of Southern California, following approval by the City Attorney.

ACTION: Item No. 42 was approved on Consent.

Item No. 43. 2021-659 CONSIDER APPROVING A MEASURE M FUNDING AGREEMENT (MULTI-YEAR SUBREGIONAL PROGRAMS) BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF CARSON FOR PROJECT NO. 1687: CARSON STREET INTELLIGENT TRANSPORTATION SYSTEM ("ITS") COMMUNICATIONS PROJECT FROM FIGUEROA STREET TO I-405 NORTHBOUND RAMPS, LACMTA PROJECT # MM5507.02, FTIP # LA9919028 (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. APPROVE the Funding Agreement with Los Angeles County Metropolitan Transportation Authority granting $700,000 to the City of Carson to cover the estimated project cost.
2. AUTHORIZE the City Manager to execute the Funding Agreement following approval as to form by the City Attorney.

ACTION: Item No. 43 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (None)

DISCUSSION: (Items 44-48)

Item No. 44. 2021-640 COVID-19 UPDATE (CITY COUNCIL)

Item No. 44 was heard after Item No. 37.

Recommendation: DISCUSS and PROVIDE any further direction.

ACTION: Presentations were made and discussion was held as follows:

Emergency Services Manager Raymond Cheung gave a PowerPoint presentation on Trends of COVID-19, overview of the Disaster Council meeting held on August 26, 2021, FDA Approval of Pfizer Vaccine, Health Order on August 19, 2021, and Health Order on August 23, 2021.

Director Lennox gave a PowerPoint presentation on Youth Sports Health Order effective September 1, 2021.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if Director Lennox can look into instant COVID-19 test results. City Manager Landers responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if the Zoom meeting will expire at the end of the month and if any update from the Governor's Office. City Manager Landers stated she asked Jason Gonsalves for an update and will make a determination after the September 14, 2021 Recall Election.

Director Moseley gave a report on the percentage of employees who are vaccinated versus unvaccinated by tracking through the vaccination certification form.

Item No. 45. 2021-636 CONSIDER INTRODUCTION OF ORDINANCE NO. 21-2118, ADDING CHAPTER 11 (TEMPORARY EVENTS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATORY PERMIT PROCESS FOR TEMPORARY EVENTS (CITY COUNCIL)

Director Lennox gave a PowerPoint presentation on Temporary Events Ordinance.

Assistant City/Agency/Authority Attorney Ben Jones offered comments.

City/Agency/Authority Attorney Soltani suggested to add a sentence at the end of “City-sponsored events” to state, “and for the sake of clarity, every single city event that has been budgeted for on the city’s budget annually is a city-sponsored event”. Mayor and City Council were in consensus with the language as stated by City/Agency/Authority Attorney Soltani which will be added before the second reading of Ordinance No. 21-2118.

Director Lennox continued with his PowerPoint presentation.

Recommendation: 1. INTRODUCE and READ by title only, and waive further reading, Ordinance No. 21-2118, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11(TEMPORARY EVENTS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATRORY PERMIT PROCESS FOR TEMPORARY EVENTS."

ACTION: It was moved to waive further reading and introduce Ordinance No. 21-2118 on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council

Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 46. 2021-649 CONSIDER OPTIONS FOR FORMATION OF A DIVERSITY, EQUITY, AND INCLUSION COMMITTEE AND PROVIDE DIRECTION TO STAFF AND THE CITY ATTORNEY'S OFFICE (CITY COUNCIL)

City/Agency/Authority Attorney Soltani gave a report on Diversity, Equity, and Inclusion.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes exited the meeting.)

Yecenia Vargas, Associate with the City Attorney's Office, gave a PowerPoint presentation on Forming a Diversity, Equity, and Inclusion Committee.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes rejoined the meeting.)

Recommendation: TAKE the following actions:
1. Receive and file this report.
2. Provide direction to staff regarding what process to follow for forming a Diversity, Equity, and Inclusion Committee.

ACTION: It was moved to establish a Diversity, Equity and Inclusion Ad Hoc Committee consisting of Mayor Davis-Holmes and Council Member Hilton on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear
Abstain: None
Absent: None

Item No. 47. 2021-677 CONSIDER AWARDING AN AGREEMENT FOR CONTRACT SERVICES FOR THE PROVISION OF INDEPENDENT, THIRD-PARTY INVESTIGATION SERVICES WITH RESPECT TO CERTAIN EMPLOYMENT MATTERS (CITY COUNCIL)

City/Agency/Authority Attorney Soltai gave an overview of the item.

Recommendation: TAKE the following actions:
1. SELECT the law firm to conduct the workplace investigation.
2. APPROVE the applicable proposed Contract Service Agreement for provision of independent, third-party employment investigation services with said law firm (Exhibit 2 or Exhibit 3).
3. AUTHORIZE the Mayor to execute the applicable Agreement

after approval as to form by the City Attorney.

ACTION: It was moved to 1) Approve the applicable proposed Contract Service Agreement for provision of independent, third-party employment investigation services with Oppenheimer Investigations Group, LLP and 2) Authorize the Mayor to execute the applicable Agreement after approval as to form by the City Attorney on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 48. 2021-657 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Harriett Russ to the regular member vacant position on the Human Relations Commission.

Parks, Recreation, and Cultural Arts Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Clarence Dunning to the regular vacant position, thereby, creating a vacancy of the Alternate 3 position on the Parks, Recreation, and Cultural Arts Commission.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes vacated Silvia Cruz on the Measure C and Measure K Budget Oversight Committee.

ACTION: It was moved to ratify the Mayor's appointments on the Human Relations Commission and the Parks, Recreation, and Cultural Arts Commission on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

It was moved to complete the Council agenda tonight before 12:00 midnight on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING: (None)

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following Memorial Adjournment Requests:

Jeri Elizabeth Cockrell Virgil
Lena McCall Watts
Barbara Castro Ramirez
Michael Kenneth Williams
Teodoro De La Paz

Council Member/Agency Member/Authority Board Member Hilton requested to add Sam Bam Cunningham to the Memorial Adjournment Requests and gave a prayer.

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

This item was heard during the Oral Communications For Matters Listed On The Agenda (Members of the Public) portion of the meeting.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to place on a future agenda an ordinance to rescind the amendment requiring a 2/3 vote to add items to the agenda. Mayor/Agency Chairman/Authority Chairman Davis-Holmes responded no to his request.

ORAL COMMUNICATIONS (COUNCIL MEMBERS) – None.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)
City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS INTO CLOSED SESSION
The meeting was recessed at 10:12 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 10:45 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 3
No reportable action was taken.

Closed Session Item No. 5
No reportable action was taken.

Closed Session Item No. 8
No reportable action was taken.

It was moved to adjourn the meeting on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes:	Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes:	None
Abstain:	None
Absent:	None

ADJOURNMENT
The meeting was adjourned at 10:45 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk/Chief Deputy Agency Secretary/
Chief Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 21, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary John W. Carroll, Sr. noted the roll:

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-676 PASTOR ED LALAU, CARSON SAMOAN ASSEMBLY OF GOD – Not present

Council Member/Agency Member/Authority Board Member Hilton gave the invocation.

CLOSED SESSION (Items 2-5)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City Manager Landers announced the Closed Session items.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:14 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-714 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows:
CAM-CARSON, LLC, a Delaware limited liability company, Plaintiff, v. CARSON RECLAMATION AUTHORITY, a California joint powers authority; the CITY OF CARSON, CALIFORNIA, a municipal corporation; RE | SOLUTIONS, LLC., a Colorado limited liability company; and DOES 1 through 50, inclusive, Defendants, Case Number 20STCV16461, Superior Court.

ACTION: No reportable action was taken.

Item No. 3. 2021-728 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
Carter-Spencer Enterprises, LLC v. City of Carson, et al., Los Angeles Superior Court Case No. 21STCP02987.

ACTION: No reportable action was taken.

Item No. 4. 2021-730 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: The City Council authorized litigation by City of Carson against Carter-Spencer Enterprises LLC.

Item No. 5. 2021-642 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-690 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Captain Jones reported/announced the following:

- Station celebrated its 47th anniversary; broke ground September 16, 1974
- Met with other city leaders at the Educational Summit
- Driving under the influence (DUI) Checkpoint held Friday, September 10, 2021
- Continued meetings with Emergency Services Manager Raymond Cheung and staff for planning and ready Carson alert meetings
- Participating in the Leaders of Preparedness Academy Crime Prevention Discussion on September 22, 2021, at the Carson Community Center
- Participating in the Block Captain Appreciation event on Saturday, 25, 2021
- Carson Coffee with the Station on Tuesday, September 28, 2021
- Contact the Community Relations Office for information
- Deputies continue to patrol neighborhoods
- Felt earthquake last week and reminded everyone on the importance of being prepared – secure your hazardous and movable items, strap water heater, etc. to avoid catastrophe and minimize damage; identify location of your gas and water shut off valves and have proper tool (wrench) nearby; have a disaster plan; organize and check disaster supplies and important documents

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear complimented the Sheriff Department for their quick response during the earthquake.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Captain Jones and the Sergeant who was Acting Captain and for his leadership while he and the Mayor were away at

a conference.

Council Member/Agency Member/Authority Board Member Hilton spoke about an incident that occurred at Stevenson Park with kids at the park. Residents were upset with the response time and asked Captain Jones to explain why the response time took the time that it did. Council Member/Agency Member/Authority Board Member Hilton stated he would like to work with the city to provide counseling for the children having questions. Captain Jones gave an overview of the incident that occurred and his Deputies response to the incident.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Manager to identify the kids who were at the park to offer them counseling. Captain Jones stated he would like to join in the counseling with the parents and children. City Manager Landers responded in the affirmative.

Council Member/Agency Member/Authority Board Member Hicks thanked Captain Jones for their response during the earthquake. He reported individuals speeding at high speeds along University Drive between Avalon Boulevard and Wilmington Avenue. There were crashes of hitting the control box and recently a power pole causing issues with AT&T. City Manager to contact Southern California Edison to repair expeditiously. He suggested more traffic lights on University Drive to curtail speed of traffic which has been going on for some time and inquired about the status of the speed apparatus. Captain Jones responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hicks reported street takeovers that are still occurring on Dominguez Street and Santa Fe Avenue. He asked the City Manager to look into cameras at intersections and hotspots. He also reported there are a lot of abandoned vehicles at Matcool Street and Sepulveda Boulevard at the 405 Freeway underpass location. Captain Jones stated he would look into the abandoned vehicles.

Item No. 7. 2021-670 REPORT FROM CHIEF BENNETT, LOS ANGELES COUNTY FIRE DEPARTMENT

Chief Brian Bennett introduced himself stepping in for Chief Scott Hale who will be retiring after 35 years of service. He gave a report through August for run totals and response times. He spoke about the recent earthquake, surveyed the district, and found no major infrastructure damage. Preparation is key.

Chief Bennett stated he visited City Hall to pick up the clocks to be presented for the Baby Maddy Run. He stated local firefighters responded to a near drowning of Maddy. He thanked the city for the recognition and accolades on behalf of all the firefighters who were on the rescue call. He stated he would personally present the clocks to each of the six firefighters who were on the call.

Mayor and City Council thanked the Fire Department for the service they provide to the Carson area and saving Maddy's life a few weeks ago.

City Manager Landers acknowledged Chief Scott Hale's upcoming retirement and will invite him to a future City Council meeting.

Council Member/Agency Member/Authority Board Member Hicks asked about the fundraiser for Fill the Boot. Chief Bennet responded the fundraiser is usually held in February and decided not

to go forward in 2021 and will possibly be held in February of 2022.

PRESENTATIONS

Item No. 8. 2021-718 PRESENTATION ON THE SOUTH BAY FIBER NETWORK BY JACKI BACHARACH OF SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

Item No. 8 was heard after Item No. 26.

Jacki Bacharach of South Bay Cities Council of Governments (SBCCOG) gave an overview of South Bay Fiber Network.

Council Member/Agency Member/Authority Board Member Hicks stated he is a delegate (Vice Chair) for the SBCCOG. He thanked Jacki Bacharach for bringing the South Bay Fiber Network to the South Bay Area which includes the City of Carson.

Mayor and City Council offered comments in support of the item.

Item No. 9. 2021-729 LEGISLATIVE UPDATE FROM THE OFFICE OF ASSEMBLYMEMBER MIKE A. GIPSON

Moises “Jun” Aglipay, representative from the Office of Assemblymember Mike A. Gipson, gave a legislative update as follows:

- Assembly Bill (AB) 490 – Angelo’s Law
- AB 958 – Ban Law Enforcement Gangs
- AB 342 – Eliminating Cost Sharing for Colonoscopy
- $3 million towards Carriage Crest Park forthcoming to the City of Carson for improvements in existing facilities and renovations of the recreational building
- Additional $3 million forthcoming to the City of Carson
- $10 million for Martin Luther King, Jr. Community Hospital
- $50 million for Charles R. Drew University of Medicine and science of infrastructure development
- $1.5 billion for the new Educator Effectiveness Block Grant Program to support teacher and staff professional development
- AB 520 – Diversifying the Teacher Workforce
- Five pending assembly bills
- September is National Suicide Prevention Month, event on Saturday, September 25, 2024, from 10:00 A.M. to 1:00 P.M., at East Rancho Dominguez Park, 15116 Atlantic Avenue, East Compton, California
- Vacs to Pack Event this past weekend
- Next Vacs to Pack Event in October
- Virtual Town Hall Meeting last week
- Contact office at (310) 324-6408 or website a65.asmdc.org

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she will be working on a wish list with the City Manager and staff for Assemblymember Gipson.

Mayor and City Council thanked Moises “Jun” Aglipay for his presentation. They also thanked and applauded Assemblymember Gipson for his work and providing funds to the City of Carson.

Item No. 10. 2021-671 RECOGNITION FOR CARSON SCHOOL TEACHERS FOR WINNING THE SHELL SCIENCE LAB REGIONAL CHALLENGE: MATTHEW MEDRANO (CARSON HIGH SCHOOL), DAN BONN (TOWNE AVENUE ELEMENTARY SCHOOL), AND BRENDAN LEYDEN (ANDREW CARNEGIE MIDDLE SCHOOL)

Item No. 10 was heard after Item No. 7.

Superintendent Michael Romero acknowledged his presence.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged and presented a Certificate of Recognition to Matthew Medrano from Carson High School, Dan Bonn from Towne Avenue Elementary School, and Brendan Leyden from Andrew Carnegie Middle School, for winning the Shell Science Lab Regional Challenge.

Superintendent Michael Romero thanked Mayor Davis-Holmes, Mayor Pro Tem Dear, and Council Member Hicks for their leadership and support of the youth and schools. He introduced the winning exemplar teachers: Daniel Bonn, Brendan Leyden, and Matthew Medrano. He introduced Dr. Afia Hemphill, Carson community School Administrator with the Los Angeles Unified School District (LAUSD). She offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the schools won $15,000.00.

Item No. 11. 2021-107 PROCLAMATION RECOGNIZING SEPTEMBER 15 THROUGH OCTOBER 15 AS HISPANIC HERITAGE MONTH

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation and presented it to Commissioner Freddie Gomez who accepted with words of gratitude.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he was unaware of the event held last Saturday at Foisia Park and would have attended if he had known.

Council Member/Agency Member/Authority Board Member Hilton echoed the sentiment of Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear.

Item No. 12. 2021-723 GOVERNMENT CONTACT INFORMATION FOR RESIDENTS AND COMMUNITY MEMBERS

Director Naaseh gave a PowerPoint presentation on Aircraft Noise Concerns and Odor Concerns.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about vehicles that release smoke should be cited. Director Naaseh responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hicks thanked staff for the item and encouraged residents to report aircraft noise at 562-570-2665 and to report strong odor at 1-800-288-7664.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to include the contact numbers in the Recreation Guide publication to the residents. City Manager Landers responded in the affirmative.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following comments that were submitted electronically:

Kay Campbell - Item No. 26
Asked the City Council to enlighten the community if the Emergency Operations Plan will include how plans/communication flows between the Sheriff's Station, the local Fire Department and City Hall once a local emergency (such as fire or earthquake) is declared?

City Manager Landers noted Kay Campbell's request has been addressed by staff.

Ricardo Pulido, Environmentalist/Commissioner/Long time Carson Homeowner - Item No. 11
Reminded Mayor Lula Davis-Holmes that when Hispanic Heritage Month is celebrated to not "politicize" and turn celebration into an illegal political event clearly in violation of the Fair Political Practices Commission (FPPC) laws and Carson Code of Ethics. No political propaganda can be handed out on public property; stated he witnessed and has evidence of Freddie Gomez and his team illegally handing out to him and the audience a green political brochure at Foisia Park on September 18, 2021. He requested the City Attorney, the City Clerk's office, and the City Council to investigate this violation by the next City Council Meeting. He stated Freddie Gomez does not deserve the proclamation.

Ricardo Pulido, Environmentalist/Commissioner/Long time Carson Homeowner/Community Advocate - Item No. 18
Need to include community residents, pillars of the community, stakeholders, and not continue to Gerrymander any Carson districts; must have open townhall meetings, zoom meetings, and community surveys with responses that must be presented from the community that will include input and best representation that will have true, fair, and honest representation for Carson. The Ad-hoc Committee needs to be ethnically diverse, equitable, and inclusive; appoint more residents now.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted staff will be hosting several community meetings regarding redistricting.

Ricardo Pulido, Commissioner/Homeowner over 35 years - Item No. 19
Requested a comprehensive review and evaluation of the Public Works Office. What is Director Eliza Jane Whitman and her team currently working on for all, i.e., street slurries, tree trimming,

identifying safe infrastructure plan, curb, and sidewalk repairs? The city is top heavy and needs more union rank and file workers from the city (residents) who can get the job done. Do not hire and outsource any more work to consultants/contractors.

Ricardo Pulido, Activist - Item No. 22
City needs to extend and expand the tree trimming services in Carson; need to create jobs for youth to be trained and paid part-time and full-time in landscaping, gardening, planting Carson trees and beautify Carson; need to reactivate the Environmental Commission to plan a fair and inclusive Beautification Public Arts Project for all of Carson.

Liz Foisia - Non Agenda Item
Inquired if the City sponsored the Hispanic Heritage Month Celebration at Foisia Park on Saturday, September 18, 2021. If so, did the City also sponsor the candidacy of Freddie Gomez who is running for the City Council seat in District 4? There was a definite appearance of City Council endorsement for Mr. Gomez who had free rein to campaign at the Hispanic Heritage Month Celebration at Foisia Park. Especially since there was public notice for this event distributed by the City with the entire City Council photos on the notice; referred to the Mayor's behavior at the September 7, 2021 City Council meeting violating the Council Rules of Decorum despite the City Attorney's attempt to intervene the Mayor Pro Tem's and Mayor's comments to each other.

Natalie B. – Non Agenda Item
Offered comments regarding the Mayor condoning the behavior of the City Manager and Director of Human Resources

Carlos Garcia, Resident of District 4 - Non Agenda Item
Offered comments regarding the Mayor's support of candidate Freddie Gomez

Diwa Aquino – Non Agenda Item
Asked for assistance from Mayor Davis-Holmes, Council Member Hilton, and Council Member Hicks

Darnell Thomas - Non Agenda Item
Offered comments regarding the Mayor's support of candidate Freddie Gomez

Lupita Arozco – Non Agenda Item
Asked why the City hasn't acknowledged Hispanic Heritage month; we will fight and defend our rights to be recognized as part of this wonderful community by those who truly represent the Latino people.

Linda Rondstadt – Non Agenda Item
Offered comments regarding the Mayor, City Manager, and Director of Human Resources and asked Council Member Hicks to not allow discrimination and bullying in the City.

APPROVAL OF MINUTES:

Item No. 13. 2021-711 APPROVAL OF THE FEBRUARY 2, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES; AND FEBRUARY 4, 2021 CITY

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 14-22)

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Dear.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 22 for discussion.

The motion to approve Consent Items No. 14-22, except Item No. 22, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 14. 2021-715 Resolution No. 21-123, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,276,995.66, DEMAND CHECK NUMBERS 159437 THROUGH 159635

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-716 Resolution No. 21-08-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $44,323.75, DEMAND CHECK NUMBERS HA-001863 through HA-001867

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-717 Resolution No. 21-08-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND

DEMANDS IN THE AMOUNT OF $18,123.40, DEMAND CHECK NUMBERS SA-001834 THROUGH SA-001835

ACTION: Item No.16 was approved on Consent.

Item No. 17. 2021-633 FISCAL YEAR 2020-2021 YEAR-END CONTINUING APPROPRIATIONS (CITY COUNCIL)

Recommendation: Waive further reading and adopt:
1. RESOLUTION NO. 21-106, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2021-2022; and
2. RESOLUTION NO. 21-107, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2020-2021.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-703 CONSIDER AN UPDATE FROM CITY COUNCIL REDISTRICTING AD HOC SUBCOMMITTEE (CITY COUNCIL)

Recommendation: RECEIVE AND FILE.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-695 CONSIDER RESOLUTION NO. 21-120 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTINGSTRUCTURE OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution NO. 21-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REORGANIZING THE REPORTING STRUCTURE OF THE PUBLIC WORKS DEPARTMENT".

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-696 CONSIDERATION OF RESOLUTION NO. 21-108,AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-108, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED

JOB CLASSIFICATION SPECIFICATION AND FUNDING A POSITION FOR PUBLIC WORKS OPERATIONS MANAGER."

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-722 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR PROJECT NO. 1655: CARSON STREET PAVEMENT REHABILITATION AND CONCRETE REPLACEMENT PROJECT FROM RECREATION ROAD TO SANTA FE AVENUE AND CONSIDER RESOLUTION NO. 21-124: "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1655: Carson Street Rehabilitation from Recreation Road to Santa Fe Avenue, in the amount of $2,434,000.00, to the lowest responsive and responsible bidder, Hardy & Harper, Inc.
2. AUTHORIZE the expenditure of construction contingencies in the amount of $365,100.00 (15%) for any unforeseen construction work such as substructure conflicts, contaminated soil removal and disposal, material testing, and other work that may be necessary to complete this project.
3. WAIVE further reading and ADOPT Resolution No. 21-124: "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS," appropriating $753,744.00 from the unassigned SB-1 fund balance to augment the current amount budgeted for Project No. 1655: Carson Street Rehabilitation from Recreation Road to Santa Fe Avenue (Exhibit No. 3).
4. AUTHORIZE the Mayor to execute the Construction Contract and the Resolution following approval as to form by the City Attorney.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-727 CONSIDER APPROVAL OF AMENDMENT NO. 2,TIME EXTENSION, TO THE AGREEMENT (18-097) WITH WEST COAST ARBORIST, INC., FOR TREE MAINTENANCE SERVICES TO THE CITY (CITY COUNCIL)

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

Director Whitman gave a report.

Council Member/Agency Member/Authority Board Member Hicks stated when this item is brought back through the request for proposals (RFP) process, if staff can look at separating more than just one team working on the trees because it has been too many years of deferred maintenance. Director Whitman responded to his inquiry.

Recommendation: Take the following actions:
1. APPROVE Amendment No. 2 to Agreement 18-097 with West Coast Arborist, Inc. to provide tree maintenance services for the period of October 1, 2021 through November 30, 2021; and
2. AUTHORIZE the Mayor to execute the amendment following approval as to form by the City Attorney (Exhibit No. 1).

ACTION: It was moved to approve staff recommendations on motion of Hicks, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SPECIAL ORDERS OF THE DAY: (Items 23-24)

Item No. 23. 2021-645 PUBLIC HEARING TO ORDINANCE NO. ~~188-2021~~ 21-2120, AMENDING CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, MODIFYING DEVELOPMENT STANDARDS AND PROCEDURES FOR SITE PLAN REVIEW AND DESIGN REVIEW (CITY COUNCIL)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. noted correction to the ordinance number as Ordinance No. 21-2120.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes also noted ordinance number to be corrected in the staff recommendation as well with no objection heard.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 8:15 P.M.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. gave the Public Hearing Report. He presented the following comment that was submitted electronically:

<u>Ricardo Pulido, Commissioner/Homeowner/Gulf Avenue Block Captain - Item No. 23</u>
Asked if staff is following State law on the new modifications for Additional Dwelling Units (ADU) residents, commercial, RS, RA, RM Zoning laws? Do we really want to give that much authority to a Director to make the final decisions on residential and commercial development? This

approval would bypass the Planning Commission process. City Council think about long term ramifications to residents? We need more study on this issue, state law needs to be addressed, and the ordinance has flaws in its explanations to the community.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing at 8:17 P.M.

Planning Manager Alvie Betancourt gave a PowerPoint presentation of the Zone Text Amendment Ordinance No. 21-2120.

Council Member/Agency Member/Authority Board Member Hilton inquired if staff has taken Senate Bill 9 (SB 9) into consideration for this item. Planning Manager Alvie Betancourt responded to his inquiry.

City/Agency/Authority Attorney Soltani offered comments regarding SB 9.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested her colleagues to direct staff to bring this item back to the Planning Commission.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked when the item was approved by the Planning Commission before or after SB 9. Planning Manager Alvie Betancourt responded to his question.

Director Naaseh requested clear direction on what to present to the Planning Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to revisit 9121, 9126.11, 9163.1 (confusion about commercial and residential), and 91723.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the issue of the walls not being chain linked is a good improvement and staff should not approve any new chain link fences in residential areas and on main thoroughfares in the city.

Discussion ensued regarding development standards and procedures.

Recommendation:

1. OPEN the Public Hearing.
2. TAKE public testimony.
3. CLOSE the Public Hearing.
4. CONSIDER introduction, for first reading by title only and with full reading waived, of "ORDINANCE NO. ~~188-2021~~ 21-2120, AMENDING CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, MODIFYING DEVELOPMENT STANDARDS AND PROCEDURES FOR SITE PLAN REVIEW AND DESIGN REVIEW" (Exhibit 1).

ACTION: It was moved to refer the item back to the Planning Commission to vote separately on each of the standards on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 24. 2021-719 PUBLIC HEARING ON 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM (CITY COUNCIL)

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

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. gave the Public Hearing Report.

There being no public testimony, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing.

Director Naaseh gave a report.

Recommendation:
1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.
2. APPROVE the final version of the Consolidated Annual Performance and Evaluation Report (CAPER) and DIRECT staff to submit the CAPER to HUD by the required deadline of September 28, 2021.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

DISCUSSION: (Items 25 -27)

Item No. 25. 2021-691 COVID-19 UPDATE (CITY COUNCIL)

Emergency Services Manager Raymond Cheung gave a PowerPoint presentation on Trends of COVID-19, Health Order on 9/17/21, and Assembly Bill 361 (AB 361).

Discussion ensued regarding AB 361.

Recommendation: 1. APPROVE staff recommendation to activate the Human Relations Commission in October 2021.
2. DISCUSS and PROVIDE any further direction.

ACTION: It was moved to reactive the Human Relations Commission in October 2021 on motion of Dear, seconded by Davis-Holmes.

During discussion of the motion, Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to notify the Human Relations Commissioners of the City Council's action with no objection heard.

The motion was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Emergency Services Manager Raymond Cheung continued with the PowerPoint presentation on free COVID-19 Vaccine Clinic.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the COVID-19 booster vaccinations. Emergency Services Manager Raymond Cheung responded to his inquiry. City Manager Landers offered comments regarding the COVID-19 booster vaccinations.

Council Member/Agency Member/Authority Board Member Hicks inquired about COVID-19 vaccination for ages 5 to 11. Emergency Services Manager Raymond Cheung responded to his inquiry.

Director Lennox gave a PowerPoint presentation on Community Services – COVID testing.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reminded staff to review the Brown Act, guidelines, etc. with the commissioners, committee, and board members. She also requested staff to assign a representative of each commission, committee, and board to give a progress report of their respective commission, committee, or board at a future City Council meeting.

Item No. 26. 2021-618 CONSIDER ADOPTION OF THE CITY OF CARSON EMERGENCY OPERATIONS PLAN (CITY COUNCIL)

Item No. 26 was heard after Item No. 10.

Emergency Services Manager Raymond Cheung thanked Chief Bennett and Captain Jones for their assistance with the earthquake last Friday and gave a PowerPoint presentation of the

incident. He thanked the Emergency Operations Center Team for activating the center and working to assist the citizens of Carson. He also gave a PowerPoint presentation of the Emergency Operations Plan.

Mayor and City Council thanked Emergency Services Manager Raymond Cheung and the Emergency Operations Center Team.

Mayor, City Council, Captain Jones, and Chief Bennett offered comments in support of the item.

Recommendation: TAKE the following actions:
1. ADOPT the City of Carson Emergency Operations Plan

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 27. 2021-710 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCILSUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Item No. 27 was heard after Item No. 25.

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations 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:

<u>Relocation Appeals Board</u>

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Matthew Arnold to the

Relocation Appeals Board. She will provide his contact information to the City Clerk's Office.

It was moved to ratify the Mayor's appointment on the Relocation Appeals Board on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING: (Item 28)

Item No. 28. 2021-693 ORDINANCE NO. 21-2118: ADOPTION OF ANORDINANCE ADDING CHAPTER 11 (TEMPORARY EVENTS) TO ARTICLE III (PUBLICSAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATORY PERMIT PROCESS FOR TEMPORARY EVENTS (CITY COUNCIL)

Recommendation: CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 21-2118, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 (TEMPORARY EVENTS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH A REGULATORY PERMIT PROCESS FOR TEMPORARY EVENTS."

ACTION: It was moved to adopt Ordinance No. 21-2118, as read by title only, on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following Memorial Adjournment Requests:

Betty Karnette
Melvin Craig
Helen Ervin
Maxine C. Kemp

Manuel Miramontes

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

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

This item was heard during the Oral Communications For Matters Listed On The Agenda (Members of the Public) portion of the meeting.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to bring back an ordinance to rescind the amendment that requires a super majority of 2/3 to add items to the agenda by City Council.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks thanked everyone who attended the Prostate Cancer Walk on Saturday at California State University Dominguez Hills (CSUDH). He thanked Cal Water and West Basin Municipal Water for their support through Director Williams. He also thanked Alonso Williams who assisted in hosting the first Prostate Cancer Walk in the City of Carson.

Council Member/Agency Member/Authority Board Member Hilton informed the residents who lost power Sunday night and yesterday that he contacted Southern California Edison and apologized for the delay they experienced.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested a zoning ordinance to create a mobilehome park zone in the City of Carson.

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

- Jazz Festival on October 2, 2021
- Women's Conference
- Requested staff to prepare flyers at least 30 days before an event, provide copies to the Mayor and City Council, and post on the City website
- Council Member/Agency Member/Authority Board Member Hicks is on the Executive Board for Contract Cities
- Emailed the City Manager a web link regarding SB 9

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT
The meeting was adjourned at 9:18 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk/Chief Deputy Agency Secretary/
Chief Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
OCTOBER 5, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary John W. Carroll, Sr. noted the roll:

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-743 PASTOR RUDY ABROT, BETHEL BAPTIST CHURCH

Pastor Rudy Abrot gave the invocation.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to display the call-in number on the screen for real time public comments while the Mayor and City Council are in Closed Session. Information Technology Manager Kevin Kennedy responded in the affirmative. Also, she requested Information Technology Manager Kevin Kennedy to note at the bottom of the comments that non-agendized items will be heard at the conclusion of the City Council meeting.

CLOSED SESSION (Items 2-4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

City/Agency/Authority Attorney Soltani requested to add a subsequent need item to the agenda pursuant to Government Code Section 54956.9 for the City Council to consider whether they would like to initiate litigation in one case. The matter has come to the attention of the City Attorney after the posting of the agenda and it cannot wait until the next agenda.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked about the litigation. City/Agency/Authority Attorney Soltani responded the litigation is about a violation of the City's Municipal Code that has very adverse community impacts and if the City Council waits for two weeks it could have adverse community impacts. The Mayor and City Council stated they have no objection adding the item to the agenda this evening.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:12 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:33 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-746 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: No reportable action was taken.

Item No. 3. 2021-665 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken but the item is not completed and will be taken up later in the meeting.

At 9:54 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-745 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
Thompson v. City of Carson; LASC Case No. 20STCV21039.

ACTION: No reportable action was taken.

Item No. 4A. 2021-745 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9 because there is a significant exposure to litigation in one case.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 5. 2021-735 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Captain Jones reported/announced the following:

- Carson Cares Essay Contest; last week awarded first place winner with a certificate and gift cards; young man was appreciative and happy from Rancho Dominguez
- Virtual Coffee with the Sheriff Station Zoom meeting went well last week; invited one of the Special Victims Bureau Detectives who joined in and shared information on Crimes Against Children shared by Special Victims
- Hoping to hold an in-person safe and socially distant in person meeting later this month; date and location to be confirmed

- Special Olympics Torch Run on October 20, 2021; 1.7 mile run to start at the Carson Sheriff Station; can walk, ride bike, roller blade or skateboard
- Discussed the large fire that occurred last Thursday in the northern area of the city; thanked the residents and businesses for their patience and cooperation; the Fire Department was able to safely stop the fire with everyone's support; thanked the partnerships from the City folks to Los Angeles County Public Works and the Red Cross who assisted with the successful outcome
- Conducted a street racers suppression operation Saturday before last and this past Friday, Saturday, and Sunday and shared results

Council Member/Agency Member/Authority Board Member Hilton thanked Captain Jones for all his hard work, responsiveness, and attentiveness to the community. He asked what caused the fire at the warehouse. Captain Jones responded the Los Angeles County Fire Department is still undergoing an investigation.

Council Member/Agency Member/Authority Board Member Hilton requested extra patrols at the 99 Cent Store shopping center on University Drive and Avalon Boulevard due to activities occurring in the parking lot.

Captain Jones informed City Manager Landers, Mayor, and City Council that they may be receiving calls from business owners regarding vehicles parking in the red zone at the shopping center.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked City Manager Landers for an update of the Sheriff substation in the shopping center area. City Manager Landers responded that staff is preparing for an item on the next agenda.

Council Member/Agency Member/Authority Board Member Hicks thanked Captain Jones for the sting operation on the street takeovers, particularly Dominguez Street and Santa Fe Avenue in the Presidential tract and two new locations on Carson Street and Vera Street and Carson Street and Martin Street.

Council Member/Agency Member/Authority Board Member Hicks inquired about the status of the speed reader machine and requested two be purchased for the north and south areas of Carson. Captain Jones responded he will follow up with Lieutenant Strong and his team and City Manager Landers responded in the affirmative.

Mayor and City Council thanked Captain Jones and his team for their work.

PRESENTATIONS

Item No. 6. 2021-531 PRESENTATION BY LOS ANGELES COUNTY ASSESSOR JEFF PRANG

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Jeff Prang, Los Angeles County Assessor, who gave a PowerPoint presentation on the 2020-2021 Assessment Roll, Property Value Growth, Market Update, Median Sales Price, Business Personal Property, pandemic impact on businesses, Proposition 19, Assessor's Website Redesign, Homeowners' Exemption, and Monthly Newsletter.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired how to receive the Homeowners' Exemption information to the residents. Jeff Prang responded to place a link on the City website that links to his webpage that will connect them to his office; include blurb in the City newsletter, email, social media, marketing, and local public access TV show. City of Lynwood and City of La Puente mailed a copy of the form to all the homeowners who are eligible who have not yet applied. He stated he can share the information.

City Manager Landers stated staff has been providing information on the Homeowners' Exemption and asked Jeff Prang to work with the city to identify the homeowners who qualify and have not been applying to contact them. Jeff Prang responded in the affirmative.

Discussion ensued regarding the property assessment in Carson.

Item No. 7. 2021-713 CASTRO-RAMIREZ MEMORIAL

City Manager Landers presented a video clip of photos taken by Barbara Castro-Ramirez for the City.

Item No. 8. 2021-109 PROCLAMATION RECOGNIZING OCTOBER AS FILIPINO-AMERICAN HISTORY MONTH

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation Recognizing October as Filipino-American History Month.

Oscar Ramos (Parks, Recreation, and Cultural Arts Commissioner) accepted the proclamation and offered words of gratitude.

Item No. 9. 2021-114 PROCLAMATION RECOGNIZING OCTOBER AS BULLYING PREVENTION MONTH

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the Proclamation Recognizing October as Bullying Prevention Month which he accepted on behalf of all the citizens and residents of the City of Carson including everyone present in this evening's meeting.

Item No. 10. 2021-116 PROCLAMATION RECOGNIZING OCTOBER 23-31, 2021 AS THE CITY OF CARSON'S 15th ANNUAL RED RIBBON WEEK

Council Member/Agency Member/Authority Board Member Hicks read the Proclamation Recognizing October 23-31, 2021 as the City of Carson's 15th Annual Red Ribbon Week.

Richard Bis, representative of Asian American Drug Abuse Program (AADAP), accepted the proclamation and offered words of gratitude.

Item No. 11. 2021-118 PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

Council Member/Agency Member/Authority Board Member Hilton read the Proclamation Recognizing October as Domestic Violence Awareness Month.

He acknowledged ADRP Intervention Services who offer counseling, insight, and understanding of domestic violence and thanked them for their work to assist those struggling with domestic violence. They are located at 649 E. Albertoni Street on the corner of Albertoni and Avalon Boulevard, Carson.

Item No. 12. 2021-119 PROCLAMATION RECOGNIZING OCTOBER 25TH AS LARRY ITLIONG DAY

Council Member/Agency Member/Authority Board Member Hicks read the Proclamation Recognizing October 25th as Larry Itliong Day.

Alex Cainglet (Parks, Recreation, and Cultural Arts Commissioner) accepted the proclamation with words of gratitude and introduced Fred Docdocil (Planning Commissioner). Fred Docdocil offered words of gratitude and invited everyone to the upcoming event on October 23, 2021, from 8:00 A.M. to 2:00 P.M. at Veterans Park.

Item No. 13. 2021-121 PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Proclamation Recognizing October as Breast Cancer Awareness Month. She invited all women to attend the virtual Women's Health Conference on October 15, 2021; log on the City website to participate; co-sponsored by the Women's Issues Commission.

Carolyn Foster (Chair of the Women's Issues Commission) accepted the proclamation, offered comments and words of gratitude. She announced the Women's Health Conference and Business Expo on October 15, 2021; tickets are available at $20.00 each.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The following individuals called in with their comments:

William Koons, Environmental Commissioner - Item No. 31
Thanked the Mayor and City Council for his appointment to the Environmental Commission; reported on an issue coming up on The South Coast Air Quality Management District (AQMD) agenda which is the AQMD Rule 1109.1 that requires the catalytic filtration units on the heaters and boilers in the refineries; requested reactivation of the Environmental Commission and meet via Zoom as soon as possible and train the commissioners to be able to host the Zoom meetings or meet in person and follow safety guidelines; and allow mail in and email for communication as another alternative until in person meetings

Kimberly Cortado – Item No. 23 and Item No. 25
Offered comments in support of the items

APPROVAL OF MINUTES:

Item No. 14. 2021-759 APPROVAL OF THE FEBRUARY 16, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 15-28)

It was moved to approve the Consent items on motion of Dear, seconded by Hilton.

City Manager Landers requested to move Item No. 26 to a later meeting with no objection heard.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Item No. 27 for discussion.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked staff for the Women's Issues Commission Report and the Parks and Recreation Commission Report. She requested to have the reports as one item at a future meeting and that a representative from each commission, committee and board give the report.

The motion to approve Consent Items No. 15-28, except Items No. 26 and 27, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 15. 2021-754 Resolution No. 21-127, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,015,740.30, DEMAND CHECK NUMBERS 159636 THROUGH 159810

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-734 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2021

Recommendation: RECEIVE and FILE.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-595 CONSIDER AN UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING (CITY COUNCIL)

Recommendation: Receive and File.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-742 CONSIDER APPROVAL OF FACILITIES USE AGREEMENT WITH LOS ANGELES COUNTY RELATED TO USE OF FIVE SITES AS VOTE CENTERS AND ONE SITE AS A CHECK-IN CENTER USED FOR NOVEMBER 2, 2021 SPECIAL MUNICIPAL ELECTIONS AND CORRESPONDING VOTE CENTER ELECTION PLANS AND CHECK-IN-CENTER PLAN (CITY COUNCIL)

Recommendation:
1. APPROVE Facilities Use Agreement with Los Angeles County Registrar-Recorder/County Clerk for use of City sites as vote centers and check-in center for November 2, 2021 special municipal elections for the following sites: Foisia Park (Gymnasium), Carson Civic Center (Carson Dominguez Room), Veterans Park (Gymnasium), Stevenson Park (Gymnasium), and Dominguez Park (Activity Room) for the vote centers, and five corresponding Vote Center Election Plans, and Carson Civic Center (east parking lot) for the check-in center, and one corresponding Check-in-Center Plan.
2. AUTHORIZE the City Manager to execute the agreement after approval as to form by the City Attorney, and to execute the Vote Center Election Plans and Check-in-Center Plan.
3. WAIVE site-related fees.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-748 CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE CITY'S LEGISLATIVE BODIES VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE BROWN ACT AS AMENDED BY ASSEMBLY BILL 361 (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)

Recommendation: TAKE the following actions:
1. ADOPT Resolution No. 21-132, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY, SUCCESSOR AGENCY AND HOUSING AUTHORITY VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361." (Exhibit No. 1).

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-738 CONSIDER AN INFORMATIONAL UPDATE ON CITY PROJECTS (CITY COUNCIL)

Recommendation: RECEIVE and FILE this informational report on various City projects.

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-739 CONSIDER AN INFORMATIONAL UPDATE FROM THE CITY OF CARSON WOMEN'S ISSUES COMMISSION (CITY COUNCIL)

Recommendation: RECEIVE and FILE this informational update from the Commission.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-747 CONSIDER RESOLUTION NO. 21-125 APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-125, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS."

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-650 CONSIDER APPROVING A PURCHASE AGREEMENT WITH STAGELINE MOBILE STAGE, INC. TO MANUFACTURE, FURNISH, AND DELIVER A SPECIAL EVENT MOBILE STAGE FOR THE CITY OF CARSON (CITY COUNCIL)

Recommendation: 1. APPROVE the proposed purchase agreement with Stageline Mobile Stage, Inc., for the purchase of a mobile stage and related equipment and services in an amount not-to-exceed $191,945.32. (Exhibit No. 3);
2. AUTHORIZE the Mayor to execute the proposed purchase agreement, following approval as to form by the City Attorney; and
3. APPROVE a contingency in the amount of $8,064.68 (for a total approved purchase of $200,000) for acquisition of any additional equipment or accessories related to the mobile stage as may be deemed necessary by the City Manager or designee, and AUTHORIZE the City Manager to approve and execute any further purchase agreement or amendment that may be deemed necessary by the Purchasing Manager to effectuate same, to the extent the City Manager does not already possess such authority pursuant to CMC 2600 et seq., and without limitation of such authority.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-740 CONSIDER AN UPDATE FROM THE PARKS, RECREATION, AND CULTURAL ARTS COMMISSION (CITY COUNCIL)

Recommendation: RECEIVE and FILE staff's update from the Parks, Recreation, and Cultural Arts Commission.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-757 CONSIDER APPROVING RESOLUTION NO. 21-131 AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE COMMUNITY SERVICES DEPARTMENT, RECREATION DIVISION FOR YOUTH SPORTS OPERATIONS (CITY COUNCIL)

Recommendation: 1. WAIVE further reading and ADOPT Resolution No. 21-131, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE COMMUNITY SERVICES DEPARTMENT, RECREATION DIVISION FOR YOUTH SPORTS OPERATIONS."

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-700 **CONSIDER RESOLUTION NO. 21-128, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR PLANNER (CITY COUNCIL)**

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-128, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR SENIOR PLANNER."

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item with no objection head.

Item No. 27. 2021-701 **CONSIDER RESOLUTION NO. 21-129, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER (CITY COUNCIL)**

Item No. 27 was heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member Hilton requested to hold back Item No. 27 for clarity of the amended job classification specification and same for Item No. 26. City Manager Landers responded in the affirmative.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-129, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER."

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item with no objection head.

Item No. 28. 2021-750 **CONSIDER APPROVING A PURCHASING AND MAINTENANCE SERVICES AGREEMENT WITH MISSION CRITICAL INFORMATION SYSTEMS INC. (MCIS) FOR INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM, BDA AND MAINTENANCE SERVICE**

Recommendation: TAKE the following actions:
1. APPROVE the award of purchase order contract with MCIS for a Public Safety Interoperability Radio Solution and Carson City Hall Bi-Directional Amplifier Project for $133,525.18 and a 5-year maintenance services agreement for $79,550.00.
2. AUTHORIZE the Mayor to execute the agreement, following

approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (None)

DISCUSSION: (Items 29-31)

Item No. 29. 2021-736 COVID-19 UPDATE (CITY COUNCIL)

Item No. 29 was heard after Item No. 27.

Emergency Services Manager Raymond Cheung gave a PowerPoint presentation on Trends of COVID-19, CDC approves Pfizer Booster, City Hall Reopening, and City Council In-Person.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear suggested hybrid Council meetings with City Council in the Council Chambers and Zoom.

Council Member/Agency Member/Authority Board Member Hicks also suggested hybrid Council meetings with City Council in the Council Chambers and Zoom.

City Manager Landers spoke about the meeting spacing requirements, broadcast meetings and availability by Zoom.

Council Member/Agency Member/Authority Board Member Hilton stated everyone is using the hybrid model. He mentioned there is an election on November 2, 2021 and would normally have the City Council the day after an election that falls on the first Tuesday of the month. He suggested to use FaceBook to stream the City Council Meetings as another alternative to view the meetings. He inquired about the COVID-19 rapid testing that is going to be available on site at cost. Mayor/Agency Chairman/Authority Chairman Davis-Holmes responded individuals can be tested at the Carson Sheriff Station at no cost.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the City Council meetings are automatically moved to the next day following an election. Therefore, the first meeting in November will be November 3, 2021.

Mayor and City Council are in consensus of moving the November 3, 2021 City Council meeting to a hybrid model, residents/speakers gather at the Carson Community Center, staff and Council Members will be at the dais or in their offices.

Council Member/Agency Member/Authority Board Member Hilton asked the City Manager to explore other cities use of the hybrid model. City Manager Landers stated she would provide more details at the next City Council meeting.

Recommendation:
1. APPROVE Disaster Council recommendation to resume In-Person City Council Meetings in November subject to the monitoring of COVID-19 numbers for safety.
2. DISCUSS and PROVIDE any further direction.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to October 19, 2021 to allow staff to review other hybrid models, with no objection head.

Item No. 30. 2021-741 CONSIDER SUBMITTAL OF THE DRAFT 2021-2029 HOUSING ELEMENT TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR REVIEW (CITY COUNCIL)

Director Naaseh gave a report and introduced Rajeev Bhatia with Dyett & Bhatia who gave a PowerPoint presentation of the Carson 2040 Draft 2021-2029 Housing Element.

Rajeev Bhatia introduced Matt Alvarez who continued with the PowerPoint presentation (Goals and Policies, Programs).

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the mitigation measures of a mobilehome park closure. Matt Alvarez responded to his inquiry.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he would like to see the city have a section called Mobilehome Park Zone in the Zoning Code. Director Naaseh offered comments.

City Manager Landers stated staff is actively working on the Mobilehome Park Zone for consideration of the City Council at a future meeting.

Matt Alvarez continued with the PowerPoint presentation (Programs).

Council Member/Agency Member/Authority Board Member Hicks asked about the implementation of Senate Bill (SB) 9 and SB 10 regarding the density of housing that needs to be now placed in most Los Angeles cities in the State of California and if it will be referenced in the Housing Element. Rajeev Bhatia responded they have not factored in the Housing Element.

Council Member/Agency Member/Authority Board Member Hicks asked where to look at land use to address low-income housing (affordable housing). Rajeev Bhatia answered his question.

Council Member/Agency Member/Authority Board Member Hicks referred to Program 2 of the PowerPoint presentation which addressed rehab for low-income housing and if the program is doable.

Director Naaseh spoke about Program 1 and Program 2 which are rehab programs.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to Program 8 Accessory Dwelling Units (ADU) and requested an explanation. Director Naaseh gave an explanation.

Discussion ensued regarding ADU.

City/Agency/Authority Attorney Soltani stated she forwarded to staff restrictions of the ADU.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes expressed concern with the low-income housing and very low-income housing.

Council Member/Agency Member/Authority Board Member Hicks asked if the Draft Housing Element is a living document and if it can be tweaked after approval. Rajeev Bhatia responded in the affirmative.

City/Agency/Authority Attorney Soltani spoke about a set housing application; City Council to pay close attention to areas of housing sites, administrative housing and process.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if Director Naaseh and the consultant looked at housing sites being proposed. There is no local control.

Rajeev Bhatia stated the moderate and above moderate income sites have very few new sites beyond the city has already approved development or is processing development. The places we have new sites are mostly for the lower income households and those are in the same places where previously in February the City Council reviewed the land use map and the plan in great level of detail. These sites are a subset of those sites mostly along West Carson Street asking mixed use development adequately specified in terms of density.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked to revisit the housing sites.

Director Naaseh stated the single-family areas are staying intact; other areas on major roads should have adequate infrastructure to serve them.

City/Agency/Authority Attorney Soltani expressed concern if staff verified that the land is not contaminated and any new housing has sufficient fire and public safety protection and should be reviewed by the fire station if need to add sheriff services. It will be worthwhile for staff to do their due diligence to decide where to have housing designated before adopting the Housing Element.

Rajeev Bhatia spoke about housing sites as part of the General Plan Environmental Impact Report (EIR).

City/Agency/Authority Attorney Soltani stated as long as the consultant is doing their due diligence and verifying that the sites being identified have the necessary public safety and necessary infrastructure. Rajeev Bhatia stated they are working on a full EIR and before the City Council adopts the Housing Element will have the opportunity and if something is off base will find a substitute side and work it through.

Recommendation: TAKE the following actions:

1. SUBMIT the Draft 2021-2029 Housing Element, with modifications recommended by Planning Commission, for Review by the California Department of Housing and Community Development.

ACTION: It was moved to approve the staff recommendation on motion of Hicks, seconded by Hilton.

During discussion of the motion, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he would like a mobilehome park zone established before voting in

February.

The motion was carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear
Abstain: None
Absent: None

Item No. 31. 2021-758 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Senior Citizens Advisory Commission

Council Member/Agency Member/Authority Board Member Hilton appointed Frankie Stewart as his uncontested appointment to the Senior Citizens Advisory Commission.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked City/Agency/Authority Attorney Soltani if Council Member/Agency Member/Authority Board Member Hilton's uncontested appointment to the Senior Citizens Advisory Commission be ratified. She responded it has been done procedurally.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted that it is not necessary to vote on uncontested appointments and made the motion with no objection heard.

It was moved to ratify Council Member Hilton's uncontested appointment of Frankie Stewart to the Senior Citizens Advisory Commission on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

It was moved to activate the Environmental Commission on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Council Member/Agency Member/Authority Board Member Hicks stated he was informed by some members of the Measure C and Measure K Budget Oversight Committee that they could not meet due to lack of a quorum.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Irene Viernes, Alternate 2, from the Measure C and Measure K Budget Oversight Committee, thereby, creating a vacancy. Subsequently, she appointed Irene Viernes as Alternate 2 to the Human Relations Commission.

It was moved to ratify the Mayor's appointment of Irene Viernes, Alternate 2, to the Human Relations Commission on motion of Dear, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

ORDINANCE SECOND READING: (None)

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Carroll, Sr. presented the following Memorial Adjournment Requests:

Dwon Phillips Hill
Annie L. Bush

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

Liz Foisia
Called in and stated it is disturbing and unprofessional that the residents were not notified in a timely manner about the change in how the public comments are to be made to the City Council; an important and essential part of public right to participate in the government process has been violated by the non-communication

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Manager to respond to Liz Foisia.

City Manager Landers stated it is a requirement that is found in the State law that was passed and signed by the Governor that the City provide this required mechanism for accepting comments.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Hicks requested South Coast Air Quality Management District (AQMD) to provide information on the process of the air quality in the City.

City Manager Landers provided the number of AQMD 1-800-288-7664 and stated she will have an AQMD representative to talk about the Rule 1109.1 as well.

Council Member/Agency Member/Authority Board Member Hicks requested someone from Southern California Edison (SCE) to provide information about the planned power outages occurring throughout the City.

Council Member/Agency Member/Authority Board Member Hilton reported he received complaints from residents asking why there is no hot water in the bathrooms at Mills Park. Assistant City Manager Roberts responded to his question.

Council Member/Agency Member/Authority Board Member Hilton stated he would like to see transition to luxury portable restrooms at all city parks.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the City Manager to hire part-time or temporary employees to assist with sanitation to prevent spread of COVID-19 (Coronavirus).

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed the City Manager to ensure hot running water at Mills Park as soon as possible and come back with a budget and plan of action to the next agenda.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reiterated his voting no on the Draft Housing Element submission to emphasize the need for a mobilehome park zone

in Carson. He requested to bring back an ordinance to eliminate the amendment that gives the 2/3 requirement vote to add items to the agenda commonly referred to as the dictator amendment on the next agenda.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks wished his wife a Happy Anniversary.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)
City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS INTO CLOSED SESSION
The meeting was recessed at 9:30 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 9:54 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 3
No reportable action was taken.

ADJOURNMENT
The meeting was adjourned at 9:55 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk/Chief Deputy Agency Secretary/
Chief Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
OCTOBER 11, 2021
4:30 P.M.

CALL TO ORDER:
The meeting was called to order at 4:31 P.M. by Mayor Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk John W. Carroll, Sr. noted the roll.

Council Members Present via Zoom Teleconference:
Mayor Lula Davis-Holmes, Council Member Jawane Hilton, and Council Member Cedric Hicks

Council Members Absent:
Mayor Pro Tem Jim Dear (Joined during Closed Session)

Also Present via Zoom Teleconference:
Monica Cooper, City Treasurer; Sharon Landers, City Manager; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; Robert Lennox, Director of Community Services; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hilton led the Pledge of Allegiance.

INVOCATION:

Council Member Hicks gave the invocation.

CLOSED SESSION (Item 1)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City Attorney Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION:
The meeting was recessed at 4:34 P.M. by Mayor Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION:
The meeting was reconvened at 5:47 P.M. by Mayor Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City Attorney Soltani provided the Closed Session report as follows:

Item No. 1. 2021-796 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9 (e)(1), because there is a significant exposure to litigation in one case.

ACTION: No reportable action was taken.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Chief Deputy City Clerk Carroll, Sr. announced the City website was updated to show AB 361 as the order of the day. Moving forward, the General Public can call in comments for agendized items at the beginning of the meeting after the Presentations portion of the meeting and also for non-agendized items towards the end of the meeting after the Memorial Adjournments portion of the meeting. Written comments that are submitted will not be read but will be made part of the record. Copies will be provided to the Mayor and City Council.

He presented the following comments that were submitted electronically since the web page was still showing that public comments can be emailed for the meeting with no objection heard:

Jennifer Horcasitas-Glenn - Item No. 2
Resident of the Harbor Gateway area adjacent to Carson and Torrance; experiencing the daily smell of rotten egg/burning tire smell and high levels of hydrogen sulfide in the air; having daily nausea, headaches, lightheadedness, and the foul toxic odor engulfing homes even with the windows closed. On a daily basis, receiving notifications from Torrance Air Monitoring System alerts that show hydrogen sulfide at acute toxic levels 30ppb or higher. The areas being reported are the “Elm Avenue” site, "North High School" site, and "West High School" site. The odor usually occurs from the middle of the night through the early afternoon. The only reports being apprised of are the news reports and Los Angeles County notifications that the toxic levels of hydrogen sulfide are at minimal amounts in the water which is simply untrue.

Gabriel Villalobos - Item No. 2
Carson resident living by Sepulveda Boulevard and Wilmington Avenue; 23-year old recovering

cancer patient who had a total hip replacement on right hip a few weeks ago; trying to recover from surgery and noticed a foul odor seeping through the windows which has been happening since October 3, 2021; most of the rooms fill up with the smell; having horrible headaches, nostrils have been burning horribly, eyes burn keeping them open or just blinking, and the worst is the nausea, and the smell stops him from eating. It is good that the city is trying to solve the issue but there is another issue, people are getting hurt from this; the news says if low amounts of hydrogen sulfide, that is not harmful but, what about cancer patients who have low immunity and people who have asthma.

The following individuals called in their comments regarding Item No. 2:

Dr. Sheilah O'Halloran with husband Mark, retired firefighter
Asked who she can talk to regarding a product that is environmentally safe used for public water waste

Mayor Davis-Holmes referred Dr. Sheilah O'Halloran to City Manager Landers who provided her email address.

Priscilla Brown
Inquired if there was a solution with the odor

Daryl
Inquired about the following: 1) Who is responsible for the spill?; 2) What are the chemicals that were spilled and the chemical reaction?; 3) Should the residents of Carson be concerned with health concerns and should they be relocated out of the area?; 4) Should all the residents exposed to the incident receive exposure reports from the City of Carson for potential future medical situations?; 5) Who is in charge of the incident for the City and what is the person's name, number, and title?

Mark Pestrella - Director of Los Angeles County Public Works
Stated he oversees the County's flood control system that serves the City of Carson and 88 other cities in the County. He spoke about the Dominguez Channel (Avalon Boulevard at the 405 freeway) nuisance odor and gave an update of their findings in partnership with the Los Angeles County Health Department, Los Angeles County Fire Department, the South Coast Air Quality Management District, other outside agencies, and scientists. The location has a high odor which is attributed to hydrogen sulfide, natural occurring gas. He noted two objectives: 1) Public Health - Dr. Muntu Davis provided a Notice of Nuisance Abatement which is directed to the department the source of the problem to abate the issue and to mitigate any potential human health affects; working to develop what the best approach for human beings is when they are exposed to hydrogen sulfide and what the residents can do to protect themselves as the event continues to go on; 2) Remediation – Scientists studying how to help mother nature accelerate the process for the decay and move to pass the odor; taking air quality samples but water quality samples all day long and expect to have a set of actions proposed by morning for an attempt to cease the odor.

Dr. Muntu Davis – Los Angeles County Department of Public Health Officer
Spoke about potential health effects that comes from hydrogen sulfide. He noted at low levels the nose can pick up hydrogen sulfide much more readily than higher concentrations. Typically,

when you do not smell the odor and away from the odor, the symptoms will go away. Try to leave the area if the symptoms go away. If the symptoms persist or worsen, contact your health care provider to get an evaluation; recommend keep doors and windows closed; change the filter on the air conditioner to a high-efficiency particulate absorbing (HEPA) filter preferably with activated charcoal or obtain a portable HEPA filter that has activated charcoal to try to limit the odor. He also noted that the odor can impact pets in the same way that it impacts people. If pets are having symptoms or nausea, contact the veterinarian for an evaluation.

Mayor Davis-Holmes asked what the Los Angeles County is going to do for the residents.

Director Pestrella stated the Los Angeles County specifically is setting up for residents to be reimbursed for any displacement or health issues and items that had to be bought, to take care of this in line with Dr. Davis' recommendations; working closely with the Public Health Department to define what is the best activity for people to make sure that their health is good and that they are not in discomfort related to this. There will be a Press Release tomorrow. Dr. Davis will provide specific recommendations and the residents of Carson and the unincorporated area west Carson can call the complaint line tomorrow morning at 8:00 A.M. There will be a Call Center open in Public Works with a specific phone number for residents to call who would like to make a claim or discuss relocation if they need to be relocated and the reimbursement process. The County is working with the Public Health to address the specific location of the odor and would like to communicate with the residents who have been impacted on how to be reimbursed for their cost due to the incident.

Mayor Davis-Holmes asked about those who cannot afford to purchase.

Director Pestrella stated the County is working on an upfront cash such as potentially arranging to have hotel rooms set aside and reserve for the residents.

Mayor Davis-Holmes asked about residents who cannot afford to put funds out for relocation.

Director Pestrella stated they are working to put cash up on the front end. A Call Center will be set up to take residents calls in the morning.

City Attorney Soltani stated it came to her attention today that the Los Angeles County Public Health issued a Public Nuisance and that they came up with a three-tier approach to addressing and providing resources for the residents. There will be the appropriate HEPA masks available or reimbursement process, air purifiers available with the same process, either available for reimbursement or the County will provide or give cash up front and the relocation benefits. The City is concerned with the timing and pleased to hear that tomorrow morning residents can call and receive an immediate response. Since the issues have been addressed and after receiving public testimony, staff's recommendation will be that the City Council will declare its Public Nuisance regardless of what the County has done and that the City Council instructs staff to work with the County to make sure the process goes smoothly. There will be another hearing set by the Board of Supervisors. If the City Council would like to continue this Special Meeting until after their hearing which can be done because if the process is not going smoothly, the City Council can study its options and how the City Council can help the residents and seek reimbursement from the County. It seems like the County is coming up with a solid process that starting tomorrow there will be a live person answering calls which is very hopeful to hear. The

issue was none of the lines were working.

Mayor Davis-Holmes asked if the County established a phone number for the Call-In Center.

Director Pestrella responded the phone number has not been established at this time and will be sent to the point of contact with the City as soon as available.

Mayor Davis-Holmes requested the number be sent to the City Manager and herself.

City Attorney Soltani stated another issue the City Council is concerned about is for people with disabilities who cannot leave their home to receive their reimbursement. She asked if the County considered a delivery process for senior citizens or people with disabilities.

Director Pestrella stated they would consider delivery, visiting and working with Dr. Davis to assess the situation in which those residents are living and what the best approach is with respect to protecting their health. They will fund and work with the City to identify the residents in that situation.

City Attorney Soltani noted the timing is a concern and asked how soon the County will assist the residents since they have been living with the odor for a week and they need immediate relief starting tomorrow morning.

Director Pestrella asked Dr. Davis for the best advice for the situation.

Dr. Davis advised to continue to wear face masks and change more frequently especially if it gets wet in the inside. In general, keep windows and doors closed to keep the odor out of the house. Use HEPA filters which are high efficiency filters with activated charcoal should help to reduce the odor inside and should help to alleviate symptoms. Move out of the area where odor is. There will be a Press Release with the recommendations in addition to what he mentioned earlier regarding pets.

City Attorney Soltani asked if the residents can receive immediate relief.

Director Pestrella stated if a resident has a serious medical condition to not rely on the Call-in Hotline and to seek medical attention immediately.

Dr. Davis stated if symptoms worsen then should be evaluated. Do not avoid medical attention if feel needed.

Mayor Davis-Holmes asked about residents obtaining air purifiers if the City purchases them will the County reimburse the City. Director Pestrella stated can make arrangements between the Flood Control District and the City to create reimbursement for the City.

Council Member Hilton noted that between $600 and $1,200 was offered for air conditioners depending on the size of the home in El Segundo when they had the bad episode for smell after the spill. Also, $182 per day plus meals and incidentals up to $62 per day were offered to each person who lived in the house full time. He asked if that level of support will be available to most of the impacted residents in the City of Carson. If not, why? If yes, how soon?

Director Pestrella stated the objective is to take care of the residents of Carson who have been impacted by this event and will assess the situation depending on individual circumstances. Proposing the three levels of care as described by the City Attorney. County to identify locations and encouraged residents to relocate themselves and make a claim. Retrofitting a home; what makes sense in terms of retrofit. Dr. Davis mentioned earlier about HEPA filter for heating, ventilation, and air conditioning (HVAC) for air conditioning unit to mitigate the odor. It is a different event than the El Segundo event but it is a similar one in which public health nuisance abatement has been given. The County will follow the Health Department's guidance what should be provided. The Press Release will show what is being proposed and will be funded.

Council Member Hilton stated that Carson deserves equitable treatment and there was no requirements in El Segundo; would like the same swift response. Residents would like in the health order to pay for some of the doctor visits as some people cannot pay co-pays and should be outlined. Would hope to work in partnership to help mitigate and put the odor to an end in the City. Director Pestrella stated he agrees with Council Member Hilton.

Council Member Hicks expressed concern with the business community and their employees who are also impacted and inquired how can they be part of the process.

Director Pestrella stated the business owners should also contact the County to begin the process of reimbursement for their costs as well.

Dr. Davis stated the Public Health Team visited the City of Carson yesterday and today going door to door handing out information to the residents and answering questions. Currently updating their recommendations and will visit again and make sure to cover the area for people to have the information they need to safeguard against the odor. In the updated recommendations, the website was provided where to find the HEPA filters.

Council Member Hilton asked how is it that have been gone a whole week and nothing is on social media, nothing on the Public Health's website about Carson. It is a public health crisis. Want to make staff aware that there are residents who are looking for direction from the Public Health Office and no one is yet to post anything about the public health in Carson. The last update was October 9, 2020.

Dr. Davis stated they are working with multiple agencies to coordinate one place for residents to refer to for information.

Director Pestrella stated in conjunction with Dr. Davis, Public Works is standing up a website specific portal for this specific incident along with the Call Center for residents to view tomorrow.

Council Member Hicks requested Dr. Davis and Director Pestrella to provide a link on the City's website for the residents and businesses to access information.

City Manager Landers stated she would like the City to be involved with distributing the information and requested Dr. Davis to provide the same information they are giving to the residents door-to-door to be synchronized in that regard. Dr. Davis responded in the affirmative.

Mayor Davis-Holmes noted the City Manager is the main point of contact to receive information for staff. She asked if a report will be ready with the timeframe correcting the problem at the next meeting. Director Pestrella responded to her question and that his office has been communicating with staff.

Mayor Pro Tem Dear asked if they identified a particular location where the odor is coming from. Director Pestrella stated the current suspect location is Avalon Boulevard at the 405 Freeway within Dominguez Channel near the IKEA store area, less than a mile stretch as the source of the smell. They believe has to do with decaying vegetation within the channel but have not confirmed definitively until receipt of water quality, sampling, and testing data.

Mayor Pro Tem Dear referred to previous speaker Dr. Sheilah O'Halloran who has a product as an idea for a solution that deals with the waterway issue. He asked Dr. Davis and Director Pestrella if their agencies are familiar with the product and what can be done to remedy of ridding the odor immediately. He asked if there is a process that can be initiated that has been done in other waterways that works.

Director Pestrella stated it has to do with water resource management and natural creek systems. He talked about the benefits of the Flood Control District to the community. He welcomed Dr. Sheilah O'Halloran who spoke previously regarding their product to contact the County hotline.

(Mayor Pro Tem Dear exited the meeting.)

Mayor Davis-Holmes asked who is the point of contact the City Manager or staff can reach out to. Director Pestrella stated he would be the point of contact directly for the City Manager.

Mayor Davis-Holmes asked if a resident has an increase of their electric bill because use of their air conditioning unit if they show proof from three months ago to current can they be reimbursed for the difference. Director Pestrella responded in the affirmative.

(Mayor Pro Tem Dear rejoined the meeting.)

Dr. Davis assured everyone that the experts are monitoring the situation and trying to come to a resolution as quickly as possible with no delay.

Mayor Davis-Holmes expressed concern that the City did not receive information for several days; lines of communication are open and to move forward as a team to address the concerns and remediate the problem.

Speaker
Asked if the air purifiers will be provided to the residents tomorrow.

Director Pestrella stated they will provide a Call Center tomorrow to start the process of reimbursement for those who made purchases to mitigate the smell within the homes and provide guidance on recommendations.

Dr. Davis recommended HEPA filter with activated charcoal for your air conditioner or a portable HEPA filter with activated charcoal.

Speaker
Asked if there is a limit on how many air purifiers can purchase; she already purchased two but they are not enough and would like two more

Director Pestrella suggested to do what it takes to mitigate and will review what the speaker will apply for; the portable air purifiers will have efficiency rating.

Porshe, Carson business owner at 550 Carson Plaza Drive
Reported employees having headaches and dizziness; contemplating closing the office for a few days and asked what can be done to ensure the safety of the employees

Dr. Davis advised the following: 1) Install filters in the HVAC system; and 2) Keep doors closed.

City Attorney Soltani reminded the public and City Council that it is not a question and answer period and that it is public comments and need to abide by the Robert's Rules of Order. Information has been provided and the hotline will be open tomorrow morning. There will be another special meeting.

Isa Pulido
Stated the hydrogen sulfide odor has been ongoing for two weeks and not good for the health; need to propose an environmental emergency action plan; must protect the children and senior citizens; need air purifiers and H2S gas detectors; HEPA filters donated to the city and residents; no resident should have to pay for the masks, purifiers, and gas detectors; recommend need of an environmental leadership 24 hours on site team working diligently with the city; proposed to create an Environmental Emergency 24 hour Resource Center in Carson

Robin
Reported the stench is bad at the light on 190th Street under the 110 Freeway; concerned with family also being exposed to the odor

Antonio
Concerned how the hydrogen sulfide will affect the health of the residents, relocation, reimbursement program with multiple agencies; HEPA filters; concern not knowing after one week the source of the odor; solution to problem

Dr. Sheilah O'Halloran
Stated she emailed information and would be happy to help

Speaker
Concerned about sulfur or anything settling in the water or tap water and if the schools are being taken care of

Mayor Davis-Holmes stated staff will share information with Superintendent Romero and Dr. Hemphill.

Liz Foisia
Need solutions now to alleviate extreme discomfort and health issues arising from the odor; any health discomfort is a huge concern; recommendations from the County should be realistic, affordable and information easily available

Speaker
Expressed concern to leave Carson now due to the bad odor

Mayor Davis-Holmes asked Director Pestrella to clarify the measures mentioned earlier.

Director Pestrella stated residents within the Carson area should take measures to protect their health; if feeling discomfort should take the measure that was discussed earlier about the filtration with HEPA filter, relocation would be reimbursed by calling in to the hotline which will be available tomorrow morning and will assess the situation. The matter can be resolved if you can filter the air or consider relocation.

Mayor Pro Tem Dear stated the City is capable of reimbursing the residents with proper receipts and asked if the City can be reimbursed by the County. Director Pestrella responded in the affirmative.

Michelle
Asked if the reimbursement program is limited to a certain area in Carson

Mayor Davis-Holmes stated the reimbursement program is for all Carson residents and to call the hotline.

City Manager Landers stated the expenses to be reimbursed need to be reasonable.

Speaker
Asked for immediate solution for long term to not happen again

Speaker
Smell is horrendous going on two weeks; family is sick; need immediate solution and communication

Speaker
Asked for immediate fix to the odor

Erica Tarell
Appalled by the lack of urgency and the outrage that has been needed to bring this issue to the surface; received inconsistent answers about relocation; would like clarity on the reimbursement

William Koons
Requested a filtration unit for his home; suggested the County provide the filtration units for the residents to pick up at City Hall or County to suggest where to purchase them; requested the County to check possible pipe leak on 213th Street and Chico Street

Speaker
Confirming that a number will be provided to call tomorrow morning for reimbursement

Mayor Davis-Holmes responded in the affirmative.

Speaker
Received reports from the Torrance Air Quality Monitoring System of high levels of chemical in the air; why is Los Angeles Public Works downplaying the effects of the incredibly toxic chemical that has reached Carson, City of Torrance, and Harbor Gateway; asked about the unincorporated areas receiving notifications of the harmful chemical

Monique Alvarez
Threshold is not emergent based on what criteria; need to know what level is now and what time being conducted; need to know what being exposed to

Director Pestrella and Dr. Davis responded to the speaker.

Imelda Perez
Reported can smell odor now and if the area should be tested and confirm if report will be available tomorrow Tuesday

Mayor Davis-Holmes responded in the affirmative.

Speaker, on behalf of the residents of Imperial Avalon
Would like to make sure the city takes care of the senior residents who are suffering from the bad smell

Speaker
Asked where she can find the data of the numbers of the hydrogen sulfide and the place where the numbers are updated; is there a reason why the information is not currently available for the residents

Dr. Davis responded working with AQMD, Fire Hazmat and Public Health staff.

Speaker
Asked about the fluctuation of numbers, between what numbers are fluctuating and getting; not being able to breathe, affecting her asthma, not able to go outside because of nauseousness, mother has asthma, migraines, will the County reimburse for those inconveniences

Mayor Davis-Holmes stated may address concerns when calling the hotline.

Speaker
Has a two-month-old baby who has colic; very upset with the air and do not know what to do; nothing is happening to help; very scary for the kids; hope to push the issue very concerning for the little ones and hope to be given the same treatment as in El Segundo

Speaker
Asked how often the levels are tested; smell is worse in the early morning hours with the marine layer and what areas are being tested

Dr. Davis stated he would provide information at a later time.

Mayor Davis-Holmes closed the Public Comments session.

Council Member Hilton stated the residents reported that the stench is strong during the evening and asked if anyone is monitoring at night and if working around the clock.

Dr. Davis stated he will check with AQMD and Fire Haz Mat.

Council Member Hilton asked how has the Los Angeles County partnered with the Los Angeles Unified School District (LAUSD) for the kids in school and in the geographical location who may be affected by this.

Dr. Davis stated he would talk with the folks at LAUSD and have information with same recommendations in their Press Release. He will coordinate and provide the information to all the schools in the impacted areas.

Council Member Hilton asked if the Press Release is available that the city can be privy to release tomorrow morning. Dr. Davis stated he would check if it was sent to the city that was available this evening.

Mayor Pro Tem Dear asked about the terrible odor that comes and goes only a factor of the wind or is there another factor possibly the tide. Are there other factors other than the wind? Why does it smell horrible at certain times of the day? Director Pestrella responded to his question.

Mayor Pro Tem Dear asked about marine life and bird life in the water which seems to be an absence of them and is it reported to the County. Director Pestrella responded to his question.

Mayor Pro Tem Dear stated all agencies should be in the same page to make it an environmentally healthy waterway and find a solution.

DISCUSSION: (Item No. 2)

Item No. 2. 2021-792 CONSIDER THE ADOPTION OF RESOLUTION NO. 21-136 DECLARING A PUBLIC NUISANCE DUE TO FOUL ODOR FROM DOMINGUEZ CHANNEL AND ITS NEGATIVE IMPACTS ON RESIDENTS LIVING WITHIN ITS CLOSE PROXIMITY

ACTION: It was moved to adopt Resolution No. 21-136 declaring a public nuisance due to foul odor from Dominguez Channel and its negative impacts on residents living within its close proximity and the people visiting and working in Carson on motion of Dear, seconded by Hilton.

During discussion of the motion, City Attorney Soltani stated she is deleting Section 3 of the resolution that was trying to define an area for the affected residents. Section 4 will become

Section 3 and would add in the new Section 3 where there are blanks 1, 2, 3, and 4 based on the discussion this evening if Mayor Pro Tem Dear is willing to entertain this perhaps you add that for all senior citizens and disabled residents if they contact the city. The city can assist and deliver the air filtration system recommended by the County and/or the masks recommended by the County and develop a process to seek reimbursement from the County or the City can order on Amazon and coordinate for the residents who cannot physically go to the County who can get it. The City can get reimbursed from the County. If there are financially challenged residents, they should try to work with the County through the reimbursement program set up. The City encourages the residents to call tomorrow and if the County is not responsive to call the City and the City can follow up but in unique circumstances. May be the City Council wants to give staff the discretion to base upon income qualification evidence may be if the County is nonresponsive may be staff can help advance those funds also and seek reimbursement from the County.

City Attorney Soltani stated she is trying to define what she heard in the City Council's dialogue and resident concerns so there is no confusion later about what the role of the City was and what the role of the County was. She can add those under the new Section 3 of the resolution declaring a public nuisance.

Mayor Pro Tem Dear agreed to add the two aspects to the motion as a staff recommendation and add to utilize City staff to deliver to certain residents who need it to be brought to them the necessary masks, filters and can purchase the proper filters.

Mayor Davis-Holmes stated to make sure delivery for those physically challenged.

City Manager Landers requested to add allocation of funds to be provided. Subsequently, Mayor Davis-Holmes stated staff can add the allocation of funds at the next meeting with no objection heard.

Council Member Hilton accepted Mayor Pro Tem Dear's friendly amendment to the motion as stated by City Attorney Soltani. He requested to activate the Emergency Operations Center. City Manager Landers confirmed the Emergency Operations Center has been activated.

Council Member Hicks expressed concern of the quality of life of the residents and the urgency.

The motion, as amended, was unanimously carried by the following vote:

Ayes:	Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Mayor Davis-Holmes requested City Manager Landers to invite a representative from AQMD and other related agencies to the next meeting on October 14, 2021.

ADJOURNMENT
The meeting was adjourned at 8:13 P.M. to an adjourned special meeting to be held via Zoom on Thursday, October 14, 2021, at 6:00 P.M. by Mayor Davis-Holmes

_____
Lula Davis Holmes
Mayor

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
ADJOURNED SPECIAL MEETING
OCTOBER 14, 2021
6:00 P.M.

CALL TO ORDER:
The meeting was called to order at 6:00 P.M. by Mayor Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Chief Deputy City Clerk John W. Carroll, Sr. noted the roll:

Council Members via Zoom Teleconference:
Mayor Lula Davis-Holmes, Mayor Pro Tem Jim Dear, Council Member Jawane Hilton, and Council Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City Treasurer; Sharon Landers, City Manager; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hicks led the Pledge of Allegiance.

INVOCATION:

Council Member Hilton gave the invocation.

CLOSED SESSION (Item No. 1)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEM (CITY ATTORNEY)
City Attorney Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION:
The meeting was recessed at 6:04 P.M. by Mayor Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION:
The meeting was reconvened at 7:10 P.M. by Mayor Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City Attorney Soltani provided the Closed Session report as follows:

Item No. 1. 2021-811 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: No reportable action was taken.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

This item was heard during Item No. 2.

DISCUSSION: (Item 2)

Item No. 2. 2021-808 CONSIDER THE ADOPTION OF THE AMENDED RESOLUTION NO. 21-136 DECLARING A PUBLIC NUISANCE DUE TO FOUL ODOR FROM DOMINGUEZ CHANNEL AND ITS NEGATIVE IMPACTS ON RESIDENTS LIVING WITHIN ITS CLOSE PROXIMITY

Item No. 2 was heard after the Closed Session Report.

Mayor Davis-Holmes announced a report will be presented from the Los Angeles County Public Works Department.

City Manager Landers introduced Los Angeles County Director of Public Works Mark Pestrella who is one of the main leads on trying to determine what the source of the problem is.

Mark Pestrella, Director of Public Works for the Los Angeles County, introduced himself and his team: Angela George-Moody, Chief Deputy Director with Los Angeles County Public Works, and Russ Bryden, Incident Commander for the Department.

Director Pestrella gave an update of the Dominguez Channel odor condition. They discovered a source of an illicit discharge of materials in the channel, such as pallets, cardboard pieces, some actions which may be a criminal act. They will begin use of an epoleon treatment, an organic spray, tomorrow and to expect within three days the citizens in Carson should see a notable difference in the odor. Also, they will be implementing an aeration system which will introduce

oxygen in the water.

He stated the reimbursement program is up and running and would like everyone who has been impacted by the incident by moving away from home, caused pain, suffering and discomfort or acute health condition to call 211 and mention the Dominguez Channel Odor incident and the operator will guide to the resources.

The Reimbursement Program has three options for property owners or Carson residents:

1. Homes with heating and air conditioning systems; Reimburse households for filter inserts for those systems that are HEPA rated with activated carbon or other filters recommended by the County Health Department. He noted the recommendations are found online through the 211 number and the County Public Works website; Reimburse at a unit rate of $60.00 per unit per household; receipts are required for reimbursement within 14 days of the request and will be paid within 21 days of the receipt of the receipt
2. Reimburse households for air purifier units if do not already have them can go to a mobile filtration unit. The limit for reimbursement is $400 per household for homes 1,000 square feet or smaller and $800 for households or homes above 1,000 square feet; receipts are required and will reimburse within 21 days
3. To be relocated will reimburse the household for one hotel room in Los Angeles County up to $182 per day and hotel self-parking for one vehicle per day; meals and groceries will also be reimbursed at a rate of $66 per day for each person currently residing full time in a household who have been relocated to the hotel; receipts are required for the hotel and parking but are not required for meals, groceries or incidentals

He encouraged residents to contact the 211 Helpline for further details on the program; making applications digital form but can also use paper and will respond within 24 hours. There is a set up in the east parking lot at the Carson Community Center located at 801 E. Carson Street, Carson, from 7:30 A.M. to 6:30 P.M. (Community Outreach Vehicle, big blue vehicle with Public Works on it). City, County Health, and Public Works staff are available to assist.

Russ Bryden provided website: lacounty.gov/emergency/dominguezchannel

Mayor Davis-Holmes asked if the County will assist if a resident cannot install their air filter or can they deliver.

Director Pestrella stated he is encouraging residents that they need to state if they can put the money up, install or pick up the unit, on their application so they would know how to address their situation.

Mayor Davis-Holmes asked if there will be a site for the units for residents to pick up. Director Pestrella stated he will need to coordinate the logistics and work with having a City official on the distribution for a prime location.

Mayor Pro Tem Dear suggested the County contact some hotel or motel chains to accommodate the Carson residents at a lower rate and compile a list for the residents. Director Pestrella responded the County already looked into and secured some rooms at the $182 rate, working with other hotels, and would share with the city.

Mayor Davis-Holmes asked if hospital fees will be reimbursed. Director Pestrella recommended the residents save all their receipts associated with the incident for possible reimbursement.

Council Member Hicks asked if a resident can be reimbursed for the increase of their electric bill due to use of the HEPA purifier or air conditioner. Director Pestrella responded in the affirmative.

Council Member Hicks asked about the water table and individuals concern about drinking water in their homes. Director Pestrella responded to his question.

Council Member Hicks requested a representative from the Water Department give a report on the water condition. City Manager Landers responded in the affirmative.

Council Member Hilton asked about renting a room on a day-by-day basis because the rates change and will this be looked at on a case-by-case basis. Director Pestrella stated they will work with the hotels they have already discussed stays with to check for a weekly rate.

Council Member Hilton noted there are some residents who are directly at the channel and already vacated. He asked if the County will look into retroactive payment for those residents. Director Pestrella responded yes. Council Member Hilton referred to the three-tier option and if someone exhausted the options would the County look into as well. Director Pestrella responded yes.

Mayor Pro Tem Dear expressed the need to make sure the residents receive relief immediately.

Chief Deputy City Clerk Carroll, Sr. noted he received four public comments by mail. Written public comments received will not be read aloud and will be circulated to the Mayor and City Council and incorporated into the record.

Miyoshi called in
Asked how seniors can obtain information and who to call to have the County Public Works come to their home

Director Pestrella encouraged anyone who was impacted by the incident to call 211 and mention the Dominguez Channel odor incident which will provide the caller an operator to guide them to the resources available.

Crystal called in
Asked if the reimbursement program applies to non residents of Carson who are affected by the odor in the surrounding area

Director Pestrella responded yes.

Brandi Williams-Murdock called in
Asked the following: 1) Emergency funds budget for the City; 2) Why the City has not offered vouchers; and 3) Why a task force is not in place; concerned of plan of action for the crisis

Mayor Davis-Holmes offered comments regarding the City's actions regarding the odor.

City Attorney Soltani stated the City Council has taken expeditious action and offered comments to address the odor issue.

Council Member Hilton offered comments.

City Manager Landers offered comments.

Mayor Pro Tem Dear offered comments.

Council Member Hicks offered comments.

Isa Pulido called in
Reported the protest today was successful; asked why the refineries are emitting high levels of ppm ppb in the early mornings which is at risk; feels that the city should work with the state for funding of face masks and air purifiers for the residents

Ray called in
Suggested residents call the gas company representative to check the furnace/heater filter which they can replace for you since it is already covered in the service

Recommendation: 1. WAIVE further reading and RATIFY Resolution No. 21-136 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING A PUBLIC NUISANCE DUE TO FOUL ODOR FROM DOMINGUEZ CHANNEL AND ITS NEGATIVE IMPACTS ON RESIDENTS LIVING WITHIN ITS CLOSE PROXIMITY" which was adopted on October 11, 2021.
2. DISCUSS and PROVIDE any further direction

ACTION: It was moved to 1) Waive further reading and ratify Resolution No. 21-136, as read by title only, 2) Adopt Resolution No. 21-141 approving a budget allocation of $100,000, and 3) Direct staff to send a letter to the Governor declaring a State of Emergency, on motion of Davis-Holmes, seconded by Dear.

During discussion of the motion, Council Member Hilton stated with the State of Emergency would like to make sure we shine light on the issue where we need a faster reaction when things in crisis happen in the City which Dear and Hicks concurred.

Mayor Davis-Holmes thanked Director Mark Pestrella and his team for coming up with a solution to prevent from happening again the environmental restoration of the channel and their responsiveness.

The motion was unanimously carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes: None
Abstain: None
Absent: None

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor Davis-Holmes offered the following comments:

- Thanked the residents for being understanding, have the resources and allocated money, and the County has funding that is available. Contact the County at 211 and Carson City Hall at 310-830-7600 who are both available to assist.
- Thanked City Manager Landers, Assistant City Manager David Roberts, and the Emergency Operations Center staff for coming together and moving forward with the nuisance.
- Asked Director Mark Pestrella if he will be there tomorrow who confirmed will be ready to assist the residents with their applications.

ADJOURNMENT
The meeting was adjourned at 8:31 P.M. by Mayor Davis-Holmes.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
John W. Carroll, Sr.
Chief Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
OCTOBER 19, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:03 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

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

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-787 PASTOR HECTOR HERNANDEZ, APOSTOLIC TABERNACLE – Absent

Council Member/Agency Member/Authority Board Member Hilton gave the invocation.

CLOSED SESSION (Items 2 to 5)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION:
The meeting was recessed at 5:08 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION:
The meeting was reconvened at 6:15 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-810 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Davis v. City of Carson; LASC Case No. 19STCV15409.

ACTION: No reportable action was taken.

Item No. 3. 2021-666 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

Item No. 4. 2021-763 CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations with Mike Israelsky of Summit Team, Inc., with whom City is negotiating, and to give direction to its negotiators, Sharon Landers, City Manager and David Roberts, Assistant City

Manager, regarding that certain real property known as 631 E. University Drive / APN: 7319005016. The City's real property negotiator will seek direction from the City Council regarding the price and terms of payment for the property.

ACTION: No reportable action was taken.

Item No. 5. 2021-812 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-764 REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION

Item No. 6 was heard after Mark Pestrella's presentation.

Captain Jones reported/announced the following:

- Breast Cancer Awareness Fundraiser
- Evening Virtual with Coffee Station Zoom Meeting on October 26, 2021, at 5:30 P.M.; login information is located on their website and social media platforms or contact the Community Relations Office at (310) 830-1123
- Special Olympics Torch Run/Walk on October 20, 2021, at 8:00 A.M. to raise awareness and money for the Special Olympics of Southern California
- Trunk or Treat Event on October 29, 2021 from 3:00 P.M. to 6:00 P.M.; Contact the Community Relations Office for more information
- Deputies continue to work hard; Special Assignment Team continues to work improving the quality of life, continue to make efforts and progress at problem locations as well as successful street racers suppression operations
- Operations Lieutenant Jabari Williams was promoted to Captain at the Alta Dena Sheriff Station; wished him well and thanked him for his dedication to the Carson Sheriff Station and surrounding communities
- Service Area Lieutenant Drew Strong was requested to go over the Cerritos Station as the Operations Lieutenant
  Service Area Lieutenant Strong offered words of gratitude to the City; gave a special shout out to Assistant City Manager David Roberts for his assistance; the Supervisors and Deputies at the Carson Sheriff Station who truly care about the community they serve to keep everyone safe; he enjoyed his experience at the Carson Sheriff Station

Mayor and City Council congratulated Lieutenant Strong and thanked him for a job well done.

Captain Jones announced Captain Secretary/Public Information Office/glue of the Carson Station Jennifer Atenza will be leaving the Carson Sheriff Station for another job opportunity outside of the department. He thanked her for her service.

Jennifer Atenza offered words of gratitude and for the opportunity to serve and honor to work with the City.

Mayor and City Council thanked and congratulated Jennifer Atenza for a job well done.

PRESENTATIONS

Presentation by Mark Pestrella, Director of the Los Angeles County Public Works Department, was heard after the Closed Session Report.

Mark Pestrella, Director of the Los Angeles County Public Works Department, gave an update regarding the Dominguez Channel odor and mitigation measures. They are working with the City for a joint Press Release with information, incident updates; incident update for the media by the end of this week; inclusive and transparent agency. He thanked City elected officials and acknowledged Supervisor Holly Mitchell for her leadership and direction as we move through the incident. He reported today at the County Board of Supervisors meeting, the Board of Supervisors passed a motion unanimously to support the City of Carson and surrounding cities with the Reimbursement Program to act as quickly as possible of equity to address the human health issues and to make a commitment to restore the Dominguez Channel to an environmentally pleasing and healthy place for the communities of Carson and surrounding areas.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced Mark Pestrella will be joining the City Council Meetings to discuss any new information and update on the Dominguez Channel. If necessary, the City Council may call a Special Meeting to keep everyone informed. She thanked Mark Pestrella for joining the meeting this evening. She stated they meet every day from 4:30 P.M. to 5:00 P.M. with City staff and all agencies involved to discuss the progress of the Dominguez Channel.

City Manager Landers noted Keith Lilley from Mark Pestrella's team is also online for any additional remarks. Mark Pestrella introduced Keith Lilley, Deputy Director Engineer and Department Operations Center Chief.

Keith Lilley stated he is available for any other information.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Mark Pestrella and Keith Lilley and would see them at the next meeting.

Mark Pestrella thanked the citizens of Carson for their patience and the Los Angeles County Flood District, Los Angeles County Board of Supervisors, and City leaders who are concerned with their health as a top priority.

Item No. 7. 2021-818 PRESENTATION FROM CALIFORNIA WATER SERVICE

Item No. 7 was heard after Item No. 6.

Angie Gilbride introduced Kevin McCusker, Manager of Community Affairs, and Ralph Felix, Operations Manager for the Carson Water District.

Kevin McCusker gave a PowerPoint presentation of the California Water Service and the following Key Takeaways:

- Tap water is safe to drink and use
- Conduct frequent water quality tests (includes odor, taste, color) throughout drinking water system – taken as recently as last Friday – all came back normal
- Drinking water system is not connected to the Dominguez Channel or the sewer system
- Cal Water Customer Service Center: (310) 257-1400 (24-hour line) for questions or concerns about water quality

Mayor and City Council thanked Kevin McCusker for his presentation.

Council Member/Agency Member/Authority Board Member Hilton applauded Ralph Felix for keeping them immediately abreast with information. Mayor/Agency Chairman/Authority Chairman Davis-Holmes also thanked him for his email to the Mayor and City Council.

City Manager Landers stated the California Water Service team has been exceptional partners.

Item No. 8. 2021-786 PRESENTATION FROM SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

City Manager Landers reminded the Mayor and City Council that an Environmental Commissioner informed them about the Rule 1109.1 which affects mitigation that is required of oil refineries. She asked a representative from the South Coast Air Quality Management District (SCAQMD) to make a presentation on Rule 1109.1

Assistant to the City Manager Michael George introduced Susan Nakamura, Assistant Deputy Executive Officer, South Coast Air Quality Management District.

Susan Nakamura introduced representatives from SCAQMD Michael Krause, Heather Farr, and Victor Yip who will be joining the meeting. She gave a PowerPoint presentation on the Proposed Rule 1109.1.

Council Member/Agency Member/Authority Board Member Hilton inquired about mitigation measures SCAQMD has made. He asked will some of the test results be released for the Dominguez Channel as far as air quality and are there test results available to be released for the community.

Susan Nakamura stated she would defer to Victor Yip who is trying to join the meeting.

Council Member/Agency Member/Authority Board Member Hicks asked how residents will be informed regarding the odor issue from SCAQMD and the barometers.

Susan Nakamura responded to his inquiry and would defer to her colleague to address the issue further.

Council Member/Agency Member/Authority Board Member Hicks asked if there is an air issue in Carson, how is the city notified to be alerted or anything in the works.

Susan Nakamura stated they send press releases; some facilities have alarm and alert systems and deferred to Victor Yip for more information.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the City's alert system. City Manager Landers responded emergencies in general not specific to air quality.

Item No. 8 was heard again after Item No. 9.

City Manager Landers introduced Victor Yip, Assistant Deputy Executive Officer for Compliance and Enforcement at SCAQMD, who offered comments and update regarding the odor from the Dominguez Channel which started on October 3, 2021.

Susan Nakamura noted a webpage that is dedicated to the Dominguez Channel event on their website.

Council Member/Agency Member/Authority Board Member Hilton thanked her for pointing out their website. He asked for information for those who do not have access to the website regarding H2S.

Victor Yip noted residents can call 800-288-7664 for results posted on the website. Also, the Department of Public Health has implemented outreach efforts going door to door in the different communities and talking to the residents.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked the presenters.

Item No. 9. 2021-766 PRESENTATION FROM DENA FREEMAN-PATTON, ASSOCIATE VICE PRESIDENT AND DIRECTOR OF ATHLETICS AT CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

City Manager Landers introduced Dena Freeman-Patton, Associate Vice President and Director of Athletics, and noted Dr. Khaleah Bradshaw and David Gamboa joined the meeting to provide support.

Dena Freeman-Patton introduced herself, offered comments, and gave a PowerPoint presentation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired if CSUDH can establish an American Football program in the foreseeable future and welcomed Dena Freeman-Patton.

Dena Freeman-Patton responded that it is a lot of work and money. The administration is supporting the feasibility studies on expanding on other sports as well; goal is to expand.

Council Member/Agency Member/Authority Board Member Hilton welcomed Dena Freeman-Patton; referred to the Town and Gown agreement; young people need to know the city has a quality university like USC who donates tickets to the parks and community to attend games and would hope to look into partnering with the Parks and Recreation Department for residents, youth and their families access to the games when games are not sold out.

Council Member/Agency Member/Authority Board Member Hicks thanked Dena Freeman-Patton for joining CSUDH. He requested tickets to the university sports games for community engagement and inform the city through the Parks and Recreation Department and/or the Public Information Office of the game times to disseminate information to the residents. He thanked Dr. Parham for the selection process, Dr. Khaleah Bradshaw, and David Gamboa for being a part of the team.

Dena Freeman-Patton inquired what is the best way to get information to the community.

Council Member/Agency Member/Authority Board Member Hicks responded to contact the City Manager who will convey to the Director of Community Services.

David Gamboa suggested to provide the game schedule in the next issue of the Carson magazine. He announced that Dena Freeman-Patton is the first female Athletics Director in the history of CSUDH and excited for joining the team.

Mayor Davis-Holmes thanked Dena Freeman-Patton and David Gamboa.

Item No. 10. 2021-542 PRESENTATION FROM SHERITA COFFELT, SENIOR DIRECTOR OF EXTERNAL AFFAIRS FROM THE CLEAN POWER ALLIANCE

City Manager Landers introduced Sherita Coffelt, Senior Director of External Affairs from the Clean Power Alliance (CPA). She gave a PowerPoint presentation on the Clean Power Alliance Quarterly Update.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked about an instruction sheet to take advantage of or number to call for the various programs.

Sherita Coffelt responded to communicate for information; trying blanket approach to communicate in very clear terms; yes there will be tips for how to use electricity outside 4:00 P.M. to 9:00 P.M. in several different languages, ability to go to a website or call Southern California Edison's customer service and call CPA customer service which will all be available on all customer communications, social media and will work with the member agency in the cities such as Carson to provide the tool kit.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the electric billing breakdown. Sherita Coffelt responded to his inquiry.

Council Member/Agency Member/Authority Board Member Hicks inquired about the community benefits that should have come back to the City which was part of the original contract.

Sherita Coffelt stated she would take back to Ted. The Power Ready Program is one of the community benefit programs which will launch early next year and will provide backup power to essential facilities at no additional cost within all member agency cities. She stated would check with Ted if there are other programs that were discussed three years ago.

Council Member/Agency Member/Authority Board Member Hicks requested Sherita Coffelt to bring back other programs to the city.

Council Member/Agency Member/Authority Board Member Hilton stated CPA needs to show residents some tangible benefits and why they are paying more. Sherita Coffelt stated she would come back to report the programs.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated residents can opt out any time. Sherita Coffelt responded in the affirmative.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear understands to even out the power demand; income category who may not qualify; needs to be a balance; public perception of programs offered.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Sherita for her presentation and thanked the board members.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

William Koons called in – Item No. 8
Spoke about the following:

- Importance of Rule 1109.1
- Hydrogen sulfide
- Town Hall Meeting hosted by SCAQMD on October 26, 2021, at 5:00 P.M. via Zoom; meeting flyer was provided to the City Council and Assistant to the City Manager Michael George to disseminate the information
- Community monitors

APPROVAL OF MINUTES:

Item No. 11. 2021-809 APPROVAL OF THE MARCH 2, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council

Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SUBSEQUENT NEED ITEM

City Manager Landers requested the City Council to add a subsequent need item to the agenda related to the Dominguez Channel odor to make adjustments to the resolution which came to the attention of staff after the posting of the agenda.

City/Agency/Authority Attorney Soltani stated the City Council needs to vote to add a subsequent need item and once the City Council agrees that they would like to add the item to the agenda then can discuss the item.

It was moved to add the subsequent need item regarding the Dominguez Channel as described by the City Manager and City Attorney as Item No. 36 on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 12 to 29)

It was moved to approve the Consent items on motion of Dear, seconded by Hilton.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Item No. 22 for discussion.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to remove Item No. 26 for discussion.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 25 for discussion.

The motion to approve Consent Items No. 12-29, except Items No. 22, 25 and 26, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None

Absent: None

Item No. 12. 2021-776 CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING SEPTEMBER 30, 2021

Recommendation: RECEIVE and FILE.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2021-797 Resolution No. 21-137, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,986,176.07, DEMAND CHECK NUMBERS 159811 THROUGH 159978

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2021-798 Resolution No. 21-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $22,057.50, DEMAND CHECK NUMBERS HA-001868 through HA-001871

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-799 Resolution No. 21-09-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $37,603.17, DEMAND CHECK NUMBERS SA-001836 THROUGH SA-001839

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-778 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO JA URBAN, INC. FOR PROJECT NO. 1656 COMMUNITY CENTER UPGRADE (CITY COUNCIL)

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract to JA Urban, Inc., the lowest responsive and responsible bidder, for Project No. 1656: Community Center Upgrade, in the amount of $1,561,857.00.
2. AUTHORIZE the expenditure of construction contingencies in the amount of $234,278.55 (15%) for any unforeseen construction work such as substructure conflicts, contaminated soil removal and disposal, material testing, and other work that may be necessary to complete this project.
3. AUTHORIZE the Mayor to execute a Construction Contract with JA Urban, Inc., following approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-779 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1625: WILMINGTON AVENUE STREET IMPROVEMENT FROM CARSON STREET TO DEL AMO BOULEVARD (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1625: Wilmington Avenue Street Improvement for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1625: Wilmington Avenue Street Improvement.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-780 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS PROJECT NO. 1669: GLENN CURTISS STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1669: Glenn Curtiss Street Improvement for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1669: Glenn Curtiss Street Improvement.

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-781 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1670: CHARLES WILLARD STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1670, Charles Willard Street Improvement for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1670, Charles Willard Street Improvement.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-782 **CONSIDER APPROVAL OF THE EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS BETWEEN THE CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR PROJECT NO. 1612: TRAFFIC SIGNAL INSTALLATION AT THE ENTRANCE TO THE CORPORATE YARD**

Recommendation: TAKE the following actions:

1. APPROVE the Exchange Agreement with the Los Angeles County Metropolitan Transportation Authority (METRO) exchanging the total allocation of $435,283 of City's HIP Funds that METRO approved on April 22, 2021 for a like total amount of $435,283 of Metro Local Transportation Funds.
2. Authorize the City Mayor to sign the Agreement after approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-783 **CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATES, AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1413-4: CITYWIDE ANNUAL RUBBERIZED SLURRY SEAL, AND CRACK SEAL PROGRAM (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. APPROVE the plans, specifications and estimates, and order the work for Project No. 1413-4: Citywide Annual Rubberized Slurry Seal, and Crack Seal Program for FY 2021/22.
2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1413-4: Citywide Annual Rubberized Slurry Seal, and Crack Seal Program for FY 2021/22.
3. MAKE the finding that the proposed Citywide Annual Rubberized Slurry Seal Program is categorically exempt pursuant to Section 15301, 15301(c), and 15301(d) of the California Environmental Quality Act guidelines.
4. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk for the Citywide Annual Rubberized Slurry Seal Program.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-701 **CONSIDER RESOLUTION NO. 21-129, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER (CITY COUNCIL)**

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

Council Member/Agency Member/Authority Board Member Hilton requested to bring back this item at the next City Council meeting to allow time to meet with the City Manager with no objection heard.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-129, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR ASSOCIATE PLANNER."

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

Item No. 23. 2021-804 CONSIDER APPROVAL OF: (1) AMENDED AND RESTATED CITY OF CARSON PUBLIC AGENCY RETIREMENT SYSTEM ALTERNATE RETIREMENT SYSTEM (PARS-ARS) AMENDED AND RESTATED PLAN DOCUMENT EFFECTIVE JANUARY 1, 2021; AND (2) AMENDMENT TO THE PARS ALTERNATE RETIREMENT SYSTEM PLAN, IN RESPONSE TO THE REQUIREMENTS OF THE CARES ACT AND SECURE ACT (CITY COUNCIL)

Recommendation: TAKE all of the following actions:

1. APPROVE the "CITY OF CARSON PUBLIC AGENCY RETIREMENT SYSTEM ALTERNATE RETIREMENT SYSTEM AMENDED AND RESTATED PLAN DOCUMENT EFFECTIVE JANUARY 1, 2021" (Exhibit No. 1; the "Plan Document"). Upon approval, the Director of Human Resources & Risk Management, as Plan Administrator, would execute the Plan Document pursuant to the Plan Administrator's authority set forth in Resolution No. 00-058.
2. APPROVE the "AMENDMENT TO THE CITY OF CARSON PARS ALTERNATE RETIREMENT SYSTEM" (Exhibit No. 3; the "Plan Amendment"). Upon approval, the Director of Human Resources & Risk Management, as Plan Administrator, would execute the Plan Amendment pursuant to the Plan Administrator's authority set forth in Resolution No. 00-058.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-790 CONSIDERATION OF RESOLUTION NO. 21-138, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATIONS FOR RECREATION PERMITS COORDINATOR JOB SERIES AND A TITLE CHANGE TO

RECREATION RESERVATIONS COORDINATOR (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-138, "A RESOLUTION OF THE CIITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATIONS FOR RECREATION PERMITS COORDINATOR JOB SERIES AND A TITLE CHANGE TO RECREATION RESERVATIONS COORDINATOR."

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-692 CONSIDER THE REESTABLISHMENT OF THE CARSON CIRCUIT FIXED-ROUTE BUS SERVICE (CITY COUNCIL)

Item No. 25 was heard after Item No. 22.

Council Member/Agency Member/Authority Board Member Hicks noted the circuit buses do not show the City logo.

City Manager Landers stated she would follow up with staff on the City logo.

Recommendation: APPROVE staff recommendation to reestablish the Carson Circuit fixed-route bus service.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 26. 2021-725 CONSIDER APPROVING A SERVICE CONTRACT WITH TEAM LEGAL, INC. TO PROVIDE PROCESS SERVER SERVICES (CITY COUNCIL)

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked the rationale for process server services. City Manager Landers explained the rationale and stated it is related to illegal fireworks violations and business license violations.

Recommendation: TAKE the following actions:
1. AWARD a three-year service contract, plus two one-year extensions to Team Legal, Inc. not to exceed contract total of $96,300 for the first three years.

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

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 27. 2021-749 CONSIDER APPROVAL OF RESOLUTION 21-126 AUTHORIZING THE CITY TO CONTINUE DATA SHARING OF TAX REVENUE WITH THE FRANCHISE TAX BOARD (CITY COUNCIL)

Recommendation: APPROVE the resolution 21-126 with the Franchise Tax Board for the continued data sharing agreement

ACTION: Item No. 27 was approved on Consent.

Item No. 28. 2021-762 CONSIDERATION OF AMENDMENT NO. 2 TO SOFTWARE LICENSE AGREEMENT WITH ZOHO CORPORATION FOR CITY'S HELPDESK SOFTWARE LICENSE (CITY COUNCIL)

Recommendation: 1. RECEIVE and FILE the report for emergency purchases.
2. APPROVE Amendment No. 2 to the Zoho Corporation contract increasing the contract sum to a total amount of $37,159.
3. AUTHORIZE the Mayor to execute Amendment No. 2 to the Zoho Corporation contract after approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

Item No. 29. 2021-788 CONSIDER APPROVING RESOLUTION NO. 21-135, AMENDING THE FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ADD FUNDING FOR THE SERVICES OF THE SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER AND THE BOYS & GIRLS CLUBS OF CARSON

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-135, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ADD FUNDING FOR THE SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER AND

THE BOYS & GIRLS CLUBS OF CARSON".

ACTION: Item No. 29 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (Item 30)

Item No. 30. 2021-646 CONSIDERATION OF ORDINANCE NO. 21-2120, AMENDING THE CARSON ZONING ORDINANCE REGARDING PERMITTED USES IN THE INDUSTRIAL ZONES FOR REGULATED AND NONREGULATED SUBSTANCES AND HAZARDOUS MATERIALS, AND REGARDING NONCONFORMITIES FOR USE OF REGULATED SUBSTANCES (CITY COUNCIL)

Item No. 30 was heard after Item No. 26.

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

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

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

Recommendation: 1. INTRODUCE, for first reading by title only and with full reading waived, "ORDINANCE NO. 21-2120, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 9141.1 (USES PERMITTED) OF DIVISION 1 (USES PERMITTED) OF PART 4 (INDUSTRIAL ZONES) OF CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE REGARDING PERMITTED USES IN THE INDUSTRIAL (MANUFACTURING-HEAVY AND MANUFACTURING-LIGHT) ZONES FOR REGULATED AND NONREGULATED SUBSTANCES AND HAZARDOUS MATERIALS, AND ADDING SECTION 9182.46 (NONCONFORMITY FOR USE OR STORAGE OF REGULATED SUBSTANCES AND HAZARDOUS MATERIALS) TO DIVISION 2 (NONCONFORMITIES) OF PART 8 (IMPLEMENTING PROVISIONS) OF CHAPTER 1 (ZONING) OF ARTICLE IX (PLANNING AND ZONING) REGARDING NONCONFORMITIES FOR USE OF REGULATED SUBSTANCES." (Exhibit No. 1).

ACTION: It was moved to continue the item to November 16, 2021 on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council

Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

DISCUSSION: (Items 31 to 35)

Item No. 31. 2021-720 CONSIDER AN UPDATE FROM THE LEGISLATIVE AD HOC COMMITTEE REGARDING CITY OF CARSON ADVOCACY EFFORTS DURING THE 2021 LEGISLATIVE SESSION (CITY COUNCIL)

Assistant to the City Manager Michael George gave a report.

Jason Gonsalves, with lobbying firm Joe A. Gonsalves & Son, gave an update.

Mayor and City Council thanked Jason Gonsalves for his report.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear spoke about the $3 million funding allocation from Assemblymember Mike Gipson; Senator Steve Bradford obtained zero dollars for Carson.

Jason Gonsalves stated he sent letters of communication support to both the Assembly and Senate Budget Committees depending on the house lead; work with both members of legislature.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the Mayor and City Council follows what staff tells them and to make sure Jason Gonsalves' report is in sync with staff.

City Manager Landers confirmed the allocation is $6 million.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted at the time during the ribbon cutting at Carriage Crest Park the allocation was $3 million and asked why the City Council was not informed.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the City Council was informed and Assemblymember Gipson was going to do a presentation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear informed now $3 million more and glad it is $6 million.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes also noted the City Council was informed by Assemblymember Gipson's representative Jun Aglipay who announced the additional $3 million at a past meeting.

Council Member/Agency Member/Authority Board Member Hilton stated the State Senator allocated $60 million for the CSUDH campus for new construction on the buildings. He would like to include the new infrastructure to be part of Carson and make the community better.

Jason Gonsalves stated he had no intention of contradicting; trying to make clear the legislative process of member requests.

Recommendation: CONSIDER the information presented and PROVIDE direction if desired.

ACTION: The Mayor and City Council considered the information presented.

Item No. 32. 2021-800 CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

City Manager Landers gave a report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked how often staff will provide an update on city projects.

City Manager Landers responded staff will provide an update at the first meeting of each month.

Council Member/Agency Member/Authority Board Member Hicks requested staff to highlight streets going to slurry seal and street repairs.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested highlight of tree trimming.

City Manager Landers noted Item No. 33 will address slurry seal, street repairs, and tree trimming.

Recommendation: CONSIDER this update and PROVIDE input or direction as desired.

ACTION: It was moved to direct staff to provide an update on city projects at the first meeting of each month and to bring back item at the next meeting on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 33. 2021-767 UPDATE ON PUBLIC WORKS' MAINTENANCE ACTIVITIES: CONCRETE, ASPHALT, CRACK AND SLURRY SEAL, GRIND AND OVERLAY, AND TREE MAINTENANCE (CITY COUNCIL)

Director Whitman gave a PowerPoint presentation on the Public Works Maintenance Activities.

Council Member/Agency Member/Authority Board Member Hicks thanked Director Whitman and staff. He asked which type of trees are being trimmed first and if all trees can be trimmed immediately.

Director Whitman responded she would come back with an analysis to get all trees trimmed.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear commented on concrete and asphalt on streets causing bumps when driven over. He stated he would provide a list of constituent service requests to Director Whitman.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to Wilmington Avenue which is great and now working on Central Avenue. She thanked Director Whitman and staff and would like to see the streets like Disneyland. She inquired about other areas for traffic lights.

Director Whitman stated there are planned location of traffic lights this year and going out to request for proposals (RFP).

Council Member/Agency Member/Authority Board Member Hilton suggested staff to make sure to include Planning with new/improvement projects; removing old trees and placing new ones.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that there are trees that come up missing instead of fixing concrete and to save a tree.

Recommendation: RECEIVE AND FILE

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item received and filed with no objection heard.

Item No. 34. 2021-801 COVID-19 UPDATE (CITY COUNCIL)

City Manager Landers presented the item.

Assistant City Manager Roberts gave a PowerPoint presentation on Trends of COVID-19; requiring employees of the mandated COVID-19 testing every other Wednesday; secured Pfizer Vaccine and Booster available every other Wednesday from 1:00 P.M. to 4:30 P.M.

He gave a PowerPoint presentation on potential opening in hybrid options possibly in November.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he supports the hybrid approach.

Council Member/Agency Member/Authority Board Member Hilton noted Governor’s order and to rotate people.

Assistant City Manager Roberts noted option to speak from the Carson Community Center and can rotate speakers.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted screen in the Council Chambers. Assistant City Manager Roberts responded yes.

Council Member/Agency Member/Authority Board Member Hilton stated he would come back to the Council Chambers.

Council Member/Agency Member/Authority Board Member Hicks stated his concern to show vaccination card or tested to enter the Council Chambers and at the Carson Community Center.

Assistant City Manager Roberts stated staff is prepared to handle for the public/residents to show vaccination status card showing proof of vaccination or show proof of negative test result within 72 hours of the meeting. Also, secured opportunity to provide a rapid test and obtain results within 10-15 minutes after taking the rapid test before allowed entry if the other two options are not available.

Council Member/Agency Member/Authority Board Member Hicks asked if the Mayor and City Council are willing to enter the Council Chambers and to allow 18 people to enter and asked where staff will be located.

Assistant City Manager Roberts responded staff will be in their City Hall offices and will be notified when their item is presented.

Council Member/Agency Member/Authority Board Member Hicks stated he can call in and come to the Council Chambers.

Recommendation: 1. APPROVE Disaster Council recommendation to resume In-Person City Council Meetings in November subject to the monitoring of COVID-19 numbers for safety.
2. DISCUSS and PROVIDE any further direction.

ACTION: It was moved to approve staff recommendation and resume City Council meetings starting November 16, 2021 on motion of Davis-Holmes, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 35. 2021-805 CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or

2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Parks, Recreation and Cultural Arts Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Marco Aguilera as Alternate 3 to the Parks, Recreation and Cultural Arts Commission.

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Teresita Junio from the Relocation Appeals Board, thereby created a vacancy and subsequently appointed her as Alternate 3 to the Human Relations Commission.

Public Safety Commission

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear appointed Dobard as his uncontested appointment to the Public Safety Commission.

Council Member/Agency Member/Authority Board Member Hilton inquired about his appointee Frankie Stewart on the Senior Citizens Advisory Commission if a conflict of interest since she is an employee.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Manager to investigate if a conflict of interest or not.

Council Member/Agency Member/Authority Board Member Hicks inquired if the Youth Commission is meeting.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the commissions are not meeting until January 2022.

City Manager Landers confirmed commissions are not meeting until January 2022 except for those already approved to meet.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Nora Momoli as Alternate 1 to the Measure C and Measure K Budget Oversight Committee.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SUBSEQUENT NEED ITEM

Item No. 36. UPDATE ON LOCAL RESPONSE TO DOMINGUEZ CHANNEL ODOR ISSUE AND CONSIDER RESOLUTION NO. 21-145 AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE AN ADDITIONAL $200,000 FOR THE LOCAL CARSON RESPONSE TO THE DOMINGUEZ CHANNEL ODOR CRISIS

City Manager Landers gave a report.

Assistant City Manager Raymond elaborated on the report.

City/Agency/Authority Attorney Soltani asked the City Council to also authorize the City Manager to enter into a Reimbursement Agreement with the County that pays for all of the hard costs of the City as described by Assistant City Manager Raymond which is consistent with the County program and all City staff time in implementing the program to help the County. She has a draft Reimbursement Agreement and circulated to the Los Angeles County and emailed to the City Council as part of the record. The County has sent back comments deleting provisions that dealt with costs associated with staff time and the cost that the City's incurring in connection with implementing the program. Staff's recommendation is that the City Council puts it back in and forward to the County because staff is working over the weekends and holidays and if staff is not there helping the County, the county would presumably have to staff with their own people and would cost them.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked City/Agency/Authority Soltani to clarify the recommendation.

City/Agency/Authority Attorney Soltani stated staff's recommendation is for the City Council to authorize the City Manager to enter into the Reimbursement Agreement which covers the program the City is currently implementing that is open to all residents.

City Manager Landers stated the Mayor is referring to the resolution that was brought in last Thursday does not allow staff to work with all the residents and would like to make it clear that we are broadening that authority in addition to the Reimbursement Program.

City/Agency/Authority Attorney Soltani stated she would bring back an amendment to the resolution at the next City Council meeting to ratify what staff has done.

Council Member/Agency Member/Authority Board Member Hilton mentioned to Mark Pestrella that the Hyperion Spill was $600 and that Mark Pestrella would look into.

Council Member/Agency Member/Authority Board Member Hicks encouraged staff with $600 for the air purifiers per 1,000 square foot up to $1,200; they capped the city at $800 and willing to push equity across the board; appreciate the County and also think that this is extra that the City can do; need to call for an independent investigation what the smell really is; concern about the lingering and long-term effects of the smell.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the Los Angeles County is providing the City 500 portable air filters and will purchase the rest which the City is not absorbing costs which will be delivered tomorrow and another 500 in their warehouse and will be ordering more which will cut the City costs. She commended staff for making the decision for the Los Angeles County to absorb all the costs to cut down on City reimbursement.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he appreciates the report on all activities and intervention and to see what happens the next couple of days. The County is expecting three to five days treatment be effective by Sunday.

Council Member/Agency Member/Authority Board Member Hicks concurred with his colleagues and is skeptical what is actually in the channel causing smell; cleanup started Friday, today is Tuesday and smell is still there.

City Manager Landers stated they had very limited supply of the epoleon today and would get adequate supply.

Council Member/Agency Member/Authority Board Member Hilton stated it is unacceptable; take responsibility; how run out of supply; and working on for 15 days later.

Council Member/Agency Member/Authority Board Member Hicks stated today is Tuesday and tired of misinformation, innuendos of being said one thing then turns out to be a lie.

Recommendation: TAKE the following actions:

1. CONSIDER the amendments made to the City's assistance program in the area of resident qualifications due to changed circumstances since the adoption of Resolution No. 21-136; and
2. APPROVE Resolution No. 21-145 Amending the Fiscal Year 2021-2022 Budget to Appropriate an Additional $200,000 for the Local Carson Response to the Dominguez Channel Odor Crisis

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

It was moved to 1) Enter into a Reimbursement Agreement with the Los Angeles County making sure they incur the City's hard costs, soft costs, all costs; 2) Authorize the City Manager to execute the Reimbursement Agreement and the program be expanded to all residents; and 3) Approve Resolution No. 21-145 on motion of Hilton, seconded by Dear and unanimously carried

by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

City/Agency/Authority Attorney Soltani stated she, City Manager Landers and Assistant City Manager Raymond will discuss tomorrow regarding the independent investigator; have experts in mind can retain immediately and look into issue independently; can enter into a contract under the City Manager's signing authority to get them started and develop the scope and bring back at the next City Council meeting if necessary if it is beyond the $25,000 and will start tomorrow.

It was moved for the City Attorney to start the process for an independent investigator on October 20, 2021 on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Council Member/Agency Member/Authority Board Member Hilton commended the Emergency Operations Center team who worked this week and response of Assistant City Manager David Roberts doing great work as Assistant City Manager John Raymond indicated. He appreciates all staff who worked hard.

Mayor/Agency Chairman/Authority Chairman commended Assistant City Manager Raymond who stepped to the plate and did a good job in the absence of the City Manager. Keep moving forward and plan for the Los Angeles County to start paying the costs to free up resource and reimbursement.

ORDINANCE SECOND READING: (None)

MEMORIAL ADJOURNMENTS

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

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago noted there were no names submitted for the Memorial Adjournment Requests. She asked the Mayor and City Council if they had any names to add to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member Hilton requested to add Prophet Roger G. DeCuir to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member Hicks requested to add Collin Powell to the Memorial Adjournment Requests.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she will adjourn tonight's meeting in memory of the names mentioned.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the City Manager to have the United States flag flown at half-staff.

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

This item was heard after Item No. 36.

Robert Lesley called in
Offered comments in support of meeting coming back live; stated concern to address the City Clerk candidate issue with Ms. DeWitt and Ana Meni who each filed a lawsuit; referred to a document of sworn affidavit or testimony from an individual with serious implication regarding Mayor Pro Tem Dear and candidate Ms. Gavino of an immigration matter which needs to be investigated; Carson needs someone to be honest with integrity

Isa Pulido called in
Expressed concern for children and senior citizens in Carson; stop all mobilehome park closures; need to have masks; environmental emergency resources donated to Carson residents; need to act in the interest of the public always; need to build an environmental 24-hour resource center; need leaders and not followers; do not need developer advocates; do not need liars in office; do not need convicted criminals in office; it is time to clean up City Hall and clean up the City; I am the change that Carson needs; working for all residents and asked to vote for him

Malanie McIntosh called in
Offered comments regarding the Dominguez Channel; Council Member Hicks mentioned at the previous City Council meeting smelling the odor prior to it was officially recognized; asked the AQMD how many individuals need to make complaints regarding air quality or smell for them to investigate; what is the threshold; inquired if only test during regular business hours; supports the third party investigation and would be good to find out the factors that contributed to the odor; and how about individuals who work in the City but do not live in Carson; will they be compensated; recommended adding the AQMD contact number to the Carson quarterly report newsletter and on the City website for visibility

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated others may have the same questions. He requested the City Manager to contact Malanie McIntosh, address concerns, and provide information to the general public.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised the speaker to contact the City Manager at 310-952-1728.

City Manager Landers stated she would prepare a question and answer for the general public.

Rick Pulido called in
Announced Modesta Pulido received the Mexican-American Leadership Award on October 5, 2021 for co-founding the Social Justice Committee, Mariachi Academy, Tribute to Cesar Chavez, and Quilt Unity Day at Diana's Restaurant; Happy Hispanic Heritage month; there are still cracks in the Gulf area track; shame on Director Eliza Jane Whitman for doing an unprofessional job of not responding to his calls and emails; commended Congresswoman Nanette Barragan for declaring a state of emergency through the Governor's Office; upset with the City Manager for not being available; reported on the eye sores on Gulf Avenue of the street cracks for seven months; requested to start slurry in the south area of the City and not just the north area; asked why the delay to activate the Environmental Commission

Jesse Marquez called in, Founder and Executive Director of a Coalition for a Safe Environment servicing the Harbor Area
Spoke about the hydrogen sulfide issue misrepresenting information; no truth told of the source of odor; need to ask AQMD refineries emissions of the truths and facts; his organization prepared a six-page detailed fact sheet on hydrogen sulfide; asked who he can deliver the document to in the City

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised Jesse Marquez to deliver the document to the City Manager.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

This item was heard after Memorial Adjournments.

Council Member/Agency Member/Authority Board Member Hilton shared that large businesses would like to assist city residents how they can help; reached out to the city and city has its own foundation and write to the 501c3 but was told the city does not have a foundation. He asked for confirmation.

City Manager Landers stated the City had a foundation and no longer part of the city and when used in the past for donations it took up to a year to have the money transferred to the city.

Assistant City Manager Raymond referred to IRS Code Section 170c1 which allows for the deductibility of a donation of government for public purpose.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear recalled years ago that corporations would donate to the city on a regular basis and receive a tax write off and five years later to be told the city is no longer a 501c3 so could not receive a tax write off any longer. He asked confirmation under 170c1 of the IRS Code.

City/Agency/Authority Attorney Soltani referred to the Carson Community Foundation and there was an issue with the city providing tax write off letters to the donors. She stated she would look into the matter, verify, and get back to the City Council.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated anyone who would like to make a donation to contact the City Manager.

City/Agency/Authority Attorney Soltani clarified that the Carson Community Foundation is an independent foundation that had two Council Members who were members. The Mayor is currently a member and business stakeholder members who are on it as well. Watson Land Company and Marathon each have a representative on it. It is an independent body formed to assist the city in raising funds for charitable events.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she resigned from the Carson Community Foundation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the following items to add to a future agenda:

- Zoning Ordinance to create an amendment to the Zoning Code to have mobilehome park zone in existence
- Recission of the Council agenda ordinance that requires 2/3 vote of Council Members; would like to bring amendment back to be removed

Council Member/Agency Member/Authority Board Member Hicks asked what the plan of action is dealing with PSA (public service announcements) when there is an event, disaster or emergency for disseminating information to the residents.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested a report back regarding Council Member/Agency Member/Authority Board Member Hicks' request. City Manager Landers responded in the affirmative.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hilton stated we are all in this struggle together; for assistance call city staff working Monday through Sunday from 7:00 A.M. to 6:00 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear echoed the Council colleague's comments about working together as a team; make sure with other agencies in association with are relevant to solving the problem and the idea of a plan of action that could be laid out with transparency that needs to publicly brought forward to show them the plan; referred to caller with the questions and would like answers disseminated as well. God bless and work together in unity.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT

The meeting was adjourned at 10:43 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
OCTOBER 25, 2021
10:00 A.M.

CALL TO ORDER:
The meeting was called to order at 10:03 A.M. by Mayor Lula Davis-Holmes via Zoom Teleconference.

ROLL CALL:
Deputy City Clerk Joy Simarago noted the roll:

Council Members Present via Zoom Teleconference:
Mayor Lula Davis-Holmes, Council Member Jawane Hilton, and Council Member Cedric Hicks

Council Members Absent:
Mayor Pro Tem Jim Dear (Joined during discussion of Item No. 1)

Also Present via Zoom Teleconference:
Monica Cooper, City Treasurer; Sharon Landers, City Manager; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; Robert Lennox, Director of Community Services; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hicks led the Pledge of Allegiance.

INVOCATION:

Council Member Hilton gave the invocation.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The following individual called in for comments:

Elliott Lewis – Item No. 2
Stated the catastrophe in the Dominguez Channel has been going on for four weeks and does not understand why the City has not taken any action and should take action now; his crew is having headaches when in the area; recommend an independent investigation by a third party and what is causing the odor; residents are in need of help and offered assistance; recommend providing information to the residents

CONSENT: (Item 1)

Item No. 1. 2021-841 CONSIDER APPROVING RESOLUTION 21-146 DESIGNATING ELECTIONS OFFICIAL (CITY COUNCIL)

Council Member Hilton requested to remove this item from Consent for discussion.

City Manager Landers gave a report.

Council Member Hilton asked when staff was made aware that the Chief Deputy City Clerk resigned and why not brought up as a subsequent need item at the October 19, 2021 City Council meeting.

City Manager Landers responded to his questions.

Council Member Hilton expressed concern of the City Manager's recommendation of Assistant to the City Manager Michael George and if he is qualified to serve as the Elections Official. He noted that former Chief Deputy City Clerk left Thursday prior to the last City Councill Meeting.

Mayor Davis-Holmes asked if the County is running the upcoming election. City Manager Landers responded in the affirmative.

Mayor Davis-Holmes asked if had someone to act when there was no one in place in the past.

City Attorney Soltani stated that the Assistant to the City Manager was designated as the Elections Official in the past in the absence of the City Clerk. She cited the Elections Code that an Elections Official means a clerk or any person who is charged with the duty of conducting an election.

Council Member Hicks inquired if it has been done historically in the past wherein the Assistant to the City Manager can officiate the election.

City Attorney Soltani responded in the affirmative and that the County is running the election and at this juncture her understanding from the City Manager based on conversations with the County, the City has been informed that there is little to none left to do for the City.

City Manager Landers confirmed that staff has been in touch with the County Clerk and also the special election consultant that we have retained and identified that there are minimal activities required by the city at this time.

Recommendation: WAIVE further reading and ADOPT Resolution 21-146 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

CARSON, CALIFORNIA, DESIGNATING AN ELECTIONS OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTIONS TO BE HELD IN THE CITY OF CARSON ON TUESDAY, NOVEMBER 2, 2021 FOR ELECTIONS OF A COUNCIL MEMBER AND CITY CLERK AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA"

ACTION: It was moved to approve staff recommendation and appoint Michael George as the Elections Official on motion of Hicks, seconded by Dear.

During discussion of the motion, Mayor Pro Tem Dear offered comments in support of the item.

The motion was carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, and Council Member Hicks
Noes: Council Member Hilton
Abstain: None
Absent: None

DISCUSSION: (Item 2)

Item No. 2. 2021-840 CONSIDER AN UPDATE ON THE DOMINGUEZ CHANNEL FOUL ODOR AND CONSIDER RATIFYING A PROCLAMATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF CARSON AND REQUESTING A COUNTY AND GOVERNOR'S PROCLAMATION OF EMERGENCY AND PRESIDENTIAL DECLARATION OF DISASTER (CITY COUNCIL)

Item No. 2 was heard after vote of adding Subsequent Need Item No. 3.

City Manager Landers stated Assistant City Manager John Raymond will give a report. She noted three representatives from the Los Angeles County Public Works Director Mark Pestrella, joined by Dr. Muntu Davis, Director of Public Health, and Terrence Mann, representing the South Coast Air Quality Management District (SCAQMD).

Assistant City Manager Raymond gave a report.

City Manager Landers introduced Mark Pestrella, Director of Public Works for Los Angeles County, who gave an additional update on the Dominguez Channel. He announced joined by partner agencies County Public Health, County Health Hazmat, and members of the SCAQMD who will provide a response to the incident. He stated he is also the Chief Engineer of the Los Angeles County Flood Control District. He thanked the Los Angeles County and City officials for working collaboratively to investigate and address the incident including the City of Carson, Los Angeles County Public Health, Los Angeles County Fire Hazmat, South Coast Air Quality Management District, the State Regional Water Quality Control Board, and Federal Government Army Core of Engineers, Federal Government Environmental Protection Agency (EPA) along with other public and private industry partners including County Sanitation District.

City Manager Landers introduced Dr. Muntu Davis, Director of Department of Public Health, who recommended Terrence Mann provide comments first.

City Manager Landers introduced Terrence Mann, Chief of Enforcement for the South Coast Air Quality Management District, who gave a report.

Dr. Muntu Davis, Health Officer for the Los Angeles County Department of Public Health, gave an update; shared health recommendations which are available online at lacounty.gov/emergency; and answering questions, providing technical assistance on how to reduce odors indoors. He spoke about hydrogen sulfide, its effects, and health concerns and gave specific recommendations for residents. Call 211 for relocation assistance if needed; for more information on protective measures, contact the Public Health Community Line at 626-430-9821.

Council Member Hilton asked if outline anything for children; his two daughters have ear infection; how can assure residents that there would be no long-term health issues in regard to their health.

Dr. Davis responded that children are expected to have similar symptoms as adults; individual experience within the same household; levels seen are not expected to cause long term or permanent effects.

Council Member Hilton asked if there is an end date when the community will come back to normal.

Director Pestrella responded that Dr. Davis advised him that the sensitivity of residents varies from one person to the next. The objective is to reduce the hydrogen sulfide emanated to the level that people in the community are not having a nuisance and ultimately abated. He spoke about the unusual condition of the levels of the hydrogen sulfide and steps taken to no longer be a nuisance.

Council Member Hilton asked if can assure that it is not a gas leak.

Director Pestrella responded looked at the air, water and detected no suspicious hydrocarbon in the water.

Council Member Hilton asked what refineries will cause sour water.

(Mayor Davis-Holmes exited the meeting at 10:56 A.M.)

Terrence Mann responded have found no evidence of gas or oil leak through the course of their monitoring or taking of samples that would suggest that it would have to do with some type of refinery release. He noted the interagency team has put great emphasis on the schools with the understanding that the children are the most vulnerable among us and are regularly surveilling the schools using technology keeping track of the numbers around local schools in close proximity to the channel. Also, they are in contact with principals and school staff.

Council Member Hicks inquired about the effects of individuals with underlying health issues.

(Mayor Davis-Holmes rejoined the meeting.)

Dr. Davis responded hydrogen sulfide has not shown to cause cancer in humans; individuals with asthma and heart condition they may be more sensitive to things in the air that may trigger inflammation inside of their air ways. Short term based on levels seen; can smell H2S at very low levels.

Council Member Hicks stated odor ongoing for years and concerned. He asked through the AQMD and Health Department are there ways we can put some type or air monitoring system along the fence line of the channel to let us know it has reached a certain level that is not conducive for people to be near at some point and time.

Director Pestrella responded it is an excellent suggestion and it should be part of the recovery.

Council Member Hicks noted AQMD mentioned they received 3,000 complaints during this cycle and inquired if they received calls prior to the incident.

Terrence Mann stated there are many potential sources in the City of Carson – refineries, tank farms and has not seen anything of this magnitude and working with the interagency team to support the effort.

Council Member Hicks stated the odor permeated throughout the entire city. Earlier Director Pestrella stated the odor was concentrated near the 405 freeway and the channel. In his statement earlier, he stated the highest level of concentration was by 213th and the channel so giving two different locations. It is actually the length of the channel within the main part of the city from Wilmington and 223rd to 190th or Victoria Street. The areas along the channel had a high concentration of smell and concerned people were not being responsive and not coming to their rescue and hope to put something in place to correct it and not be down this road again. Also, for the businesses who lost revenue. He reported he could not enter the Walmart Store during the evening because the odor was so poignant people were choking and running to their cars. Anticipating this will dissipate soon. Causing more headaches in the community between 9:00 P.M. and 6:00 A.M. is the strongest. He wakes up every morning with a headache. There needs to be something done to address the issues the residents and businesses are experiencing.

City Manager Landers advised the Mayor and City Council everyone that the guests need to leave by 11:15 A.M.

Mayor Davis-Holmes stated the local emergency will address Council Member Hicks' concerns because we are urging the Governor and the County on this local emergency that we are proclaiming. She asked could this problem have been prevented and how often was the channel maintained.

Director Pestrella responded they maintain the channel 24/7, 365 days a year. The last planned functional maintenance regime were met. What people can do to help prevent is not put anything other than water in the channel which includes businesses and private residents. The city can help by enforcing their MS4 Permit and making sure that people do not make discharges to the channel. They believe there was an activator of this that created a much larger non-natural event (a natural event being accelerated by an anthropogenic source meaning created by human

beings). He noted Council Member Hicks gave a wonderful idea of an early warning system such as a fixed monitoring system could be put in place. He asked the city to communicate in their Press Conference that everyone should be containing their trash pollutant is a concern. It is illegal to allow anything other than water entering the channel.

Mayor Davis-Holmes stated if the County is monitoring every day would that have been noticed that something illegal was going on in the channel.

Director Pestrella stated he could not comment on it but they were aware that something entered in the channel and their processes caught it.

Mayor Pro Tem Dear asked if there is any connection between the oil refineries and multiple chemical plants in and around Carson as far as do they produce hydrogen sulfide and do they emit hydrogen sulfide into the air or the flood control channel.

Terrence Mann responded yes the refineries have fence line monitoring systems to keep track of hydrogen sulfide emissions. Those monitoring systems loop the whole perimeter and the County receive notifications once thresholds are met.

Mayor Pro Tem Dear asked what other government agencies as far as water quality control state or local regional agencies are involved with solving this problem.

Director Pestrella responded the State Water Regional Water Quality Control Board in our own Los Angeles Regional Water Quality Control Board have regulatory authority over the waters in the area and they enforce specific separate National Pollutant Discharge Elimination System (NPDES) permits on all the refineries and the private properties They also enforce that through the city on residential properties and construction sites. They are currently actively looking at and the referrals have been made to them regarding potential listed discharges.

Mayor Pro Tem Dear stated residents are asking if activator/catalyst and if any connection between the pellet fire and the huge amounts of water that the Fire Department had to utilize to put the fire out and that water goes into the storm drain. Any connection between that and the production of hydrogen sulfide gas at this level and this duration.

Director Pestrella stated the level of dissolved oxygen in the water is an indicator that something ate up the oxygen at a rate faster than what we would see normally and there is a pending investigation to possible lucid substances in the channel but cannot get into detail since it is an ongoing investigation.

Mayor Davis-Holmes requested everyone to come back at the next City Council meeting to allow residents to ask questions directly.

Recommendation: 1. RATIFY the Proclamation Proclaiming the Existence of a Local Emergency in the City of Carson and Requesting a County and Governor's Proclamation of Emergency and Presidential Declaration of Disaster Proclamation and Presidential Declaration of Disaster Proclamation Proclaiming the Existence of Local Emergency in the City of Carson and Requesting a County and Governor's Proclamation of Emergency and Presidential

Declaration of Disaster; and

2. ORDER that a copy of this Proclamation be forwarded to the Los Angeles County Board of Supervisors with the request that they proclaim the County of Los Angeles to be in a state of emergency; and that a copy to be forwarded to the Governor of California with the request that the Governor proclaim the City of Carson and the County of Los Angeles to be in a state of emergency or a concurrence from the Director of the Governor's Office of Emergency Services, and further that the Governor requests a presidential declaration of disaster; and

3. REQUEST that all relevant county, state, and federal regulatory agencies with oversight in, near, or over the Dominguez Channel are requested to expedite any and all permitting processes involving the immediate cleanup and restoration of the channel waters, bottoms, and banks under a state of emergency.

ACTION: It was moved to approve Resolution No. 21-147 and staff recommendations on motion of Davis-Holmes, seconded by Hilton.

During discussion of the motion, Mayor Pro Tem Dear asked the City Attorney how is this item different than the declaration that was made previously by the City Council.

City Attorney Soltani stated the first one was a declaration of public nuisance. This item is one step above a public nuisance which is a proclamation proclaiming the existence of a local emergency in the City and requesting the County and the Governor's proclamation of an emergency.

Mayor Pro Tem Dear stated residents are asking them the questions and like to ask the questions that the residents of Carson are asking them at a public forum so that they can be addressed publicly. Many people have the same questions which is a good way to disseminate the accurate information.

City Attorney Soltani stated the City already sent a letter to the Governor to ask him to declare State of an Emergency which we have not received a response from him. This is now going to the County and asking the County and the Governor again for the same.

Mayor Davis-Holmes stated a call came from the Governor that this is the next step the City needed to implement before he could do anything and once it passes it allows the City to cut through some of the red tape to get this problem solved because there are a lot of agencies that are involved. This was a comment she received from the Governor's Office that this is the next step the City should take than he can get involved and they would move forward.

City Attorney Soltani noted as a housekeeping for the subsequent need item it did not pass since Mayor Pro Tem Dear voted No on the item and you need four affirmative votes under Government Code Section 54954.2(b) to add a subsequent need item.

Mayor Davis-Holmes noted staff will bring back Item No. 3 at a regular City Council meeting with no objection heard.

The motion was unanimously carried by the following vote:

Ayes:	Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Mayor Pro Tem Dear requested the Press Conference be held outside in front of City Hall or in the entrance of City Hall for the public to view the Press Conference.

RECESS:
The meeting was recessed at 11:22 A.M. by Mayor Davis-Holmes to the Press Conference.

RECONVENE:
The meeting was reconvened at 11:58 A.M. by Mayor Davis-Holmes with all members previously noted present.

Mayor Davis-Holmes entertained more speakers at this time.

City Attorney Soltani stated members of the public emailed earlier today and tried to unmute themselves but cannot and want to make sure there is no first amendment issue that people are trying to talk and they cannot unmute themselves. She asked Information Technology (IT) Manager Kevin Kennedy to make sure he is allowing people to unmute themselves.

IT Manager Kennedy asked callers to unmute themselves and noted callers are allowed to unmute themselves.

City Attorney Soltani stated she would like to make sure there is record that there is no technical difficulty and that they have the ability to unmute themselves.

Josephine, Carson resident, called in
Asked what is the contingency plan after three weeks of the incident; does the city have an emergency plan for the residents to evacuate the area longer than October 28th; can the city allocate more money for the matter; why is the City asking the Governor to allocate more funds and does it cover evacuation of the affected residents; does it cover rehabilitation of the Dominguez Channel which involves cleaning up since remediation is the only plan; since the city has a long history of contaminations of soil due to illegal dumping of chemicals from surrounding industries - some examples are the Carousel cleanup and the recent outlet mall built halted due to contaminated soil, will the State of Emergency address the existence of the contaminants in the Dominguez Channel due to the long history of dumping in the channel leading back to 1970 dumping of chemicals; how much more time for the people of Carson has to have suffered smelling this toxic odor for the city officials to act decisively?

Mayor Davis-Holmes asked the City Manager to make note of speaker Josephine's questions and to contact her for answers.

City Manager Landers asked IT Manager Kennedy to provide her contact number. He responded in the affirmative.

Mayor Davis-Holmes requested the City Manager to provide a copy of the responses. She responded in the affirmative.

Council Member Hilton stated he received emails from employees to make sure they are able to telecommute during this tough time because some of them are exposed to headaches especially those with underlying health conditions.

Mayor Davis-Holmes referred the employee telecommute request to the Human Resources Director and City Manager to come up with a recommendation/process for employees. Also, the City needs to have a Town Hall meeting because the incident has been going on for 21 days. She asked the City Manager to schedule a Town Hall meeting similar to the Los Angeles County Supervisor with all the key players with a question and answer session for the residents.

Council Member Hicks stated he was not notified of a Press Conference, therefore, was unable to attend.

Item No. 3. **SUBSEQUENT NEED ITEM TO CONSIDER AUTHORIZING ISSUANCE OF ADDITIONAL CITY CREDIT CARDS AND INCREASING THE CREDIT LIMIT TO $80,000 PER CREDIT CARD FOR USE DURING EMERGENCIES**

Item No. 3 was heard after Item No. 1.

City Manager Landers requested to add a subsequent item addressing the recommendation of allowing staff to go beyond the limited number of credit cards allowed in the city to have some additional credit cards for emergencies with higher dollar limits.

Recommendation: Consider authorizing the issuance of additional City credit cards and to increase the credit limit to $80,000 per credit card for use during emergencies

ACTION: It was moved to add a subsequent need item as the City Manager described on motion of Davis-Holmes, seconded by Hilton and carried by the following vote:

Ayes: Mayor Davis-Holmes, Council Member Hilton, and Council Member Hicks
Noes: Mayor Pro Tem Dear
Abstain: None
Absent: None

During discussion and before vote of Item No. 2., City Attorney Soltani noted the subsequent need item requires four affirmative votes pursuant to Government Code Section 54954.2(b) to add a subsequent need item, therefore, the item did not pass since Mayor Pro Tem Dear voted No.

Mayor Davis-Holmes directed staff to bring back the item at the next regular meeting with no objection heard.

ORAL COMMUNICATIONS (COUNCIL MEMBERS) – None.

ADJOURNMENT
The meeting was adjourned at 12:05 P.M. by Mayor Davis-Holmes.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
Joy Simarago
Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
NOVEMBER 3, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes via Zoom Teleconference.

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

Council Members/Agency Members/Authority Board Members Present via Zoom Teleconference:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Also Present via Zoom Teleconference:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear led the Pledge of Allegiance.

INVOCATION:

Item No. 1. 2021-825 **PASTOR HECTOR HERNANDEZ, APOSTOLIC TABERNACLE**

Pastor Hector Hernandez clarified he is the Pastor of Emeritus Inspired Church. He gave the invocation.

CLOSED SESSION (Items 2-5)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION
The meeting was recessed at 5:06 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:23 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-699 **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Thompson v. City of Carson; LASC Case No. 20STCV21039.

ACTION: No reportable action was taken.

Item No. 3. 2021-856 **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Rafael, Alexy v. City of Carson, Workers' Comp. Appeals Board, Marina Del Rey. WCAB Case No. ADJ9163423.

ACTION: Will take up later in the meeting.

At 9:35 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-838 **CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

Item No. 5. 2021-672 CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION

Recommendation: 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 two cases.

ACTION: Case 1 – No reportable action; Case 2 – The City Council authorized litigation against the County of Los Angeles due to their lack of urgent reaction to the public emergency related to the Dominguez Channel and instructed staff to work with neighboring cities to provide a coalition that deals with this public emergency.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-828 UPDATE ON DOMINGUEZ CHANNEL FOUL ODOR

City Manager Landers introduced Russ Bryden, Incident Commander, Los Angeles County Public Works (LACPW), who gave an update on the Dominguez Channel Foul Odor. He noted questions can be directed to the Joint Information Center at pio@pw.lacounty.gov.

Mayor and City Council offered comments.

Russ Bryden stated he would follow up with the City Manager.

City Manager Landers clarified about the technical meetings that the County, State, and Federal government are working together.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the city has made several requests that Assistant City Manager Raymond, City Manager Landers, and Director Whitman be involved in the process. Russ Bryden stated he would take the request back to the County.

After Item No. 6, Captain Jones reported/announced the following:

- Virtual Town Hall Meeting on October 26, 2021 at 5:30 P.M.
- Trunk or Treat Event on October 30, 2021 went well; offered tips
- Safe Driving Traffic Campaign; addressed commercial vehicle and unattended trailer issues; issued citations and towed 17 trailers; and continuing the efforts
- Homeless Deputies assisted homeless woman who reunited with her family
- Dating crimes; gave safe dating information

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired if the Carson Sheriff Station is offering dating etiquette in the school system. Captain Jones responded to Mayor Pro Tem Dear's inquiry.

Council Member/Agency Member/Authority Board Member Hicks requested Captain Jones to bring new replacement for Sergeant Geramendi at the next meeting. Captain Jones responded he would bring Sergeant Armando Hernandez to a future meeting.

Item No. 7. 2021-123 RECOGNIZING NOVEMBER AS NATIONAL DIABETES AWARENESS MONTH

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the proclamation.

Assistant to the City Manager Michael George noted the recipient is not available.

Item No. 8. 2021-124 PROCLAMATION RECOGNIZING NOVEMBER AS PREMATURITY AWARENESS MONTH

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to continue this item to the next meeting.

This item was heard again after Item No. 9.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the proclamation and presented to Valerie Preston who offered comments and words of gratitude.

Item No. 9. 2021-125 PROCLAMATION RECOGNIZING NOVEMBER AS INDIGENOUS PEOPLES MONTH

Council Member/Agency Member/Authority Board Member Hilton read the proclamation. He stated he sought out an organization to give the proclamation and groups of indigenous peoples and will forward them the proclamation.

Item No. 10. 2021-126 PROCLAMATION RECOGNIZING SMALL BUSINESS SATURDAY

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

Council Member/Agency Member/Authority Board Member Hicks read the proclamation. He noted recipients of the proclamation are GBros Promotional Products and Services by Jeanette Gonzalez and Fresh & Meaty Burgers, Inc. by Shaleah Upshaw.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if Jeanette Gonzalez or Walter Gonzalez was available.

Shaleah Upshaw along with her fiancé and mother accepted the proclamation, offered comments, and words of gratitude.

Item No. 11. 2021-854 **PROCLAMATION RECOGNIZING LA VS. HATE/UNITED AGAINST HATE WEEK**

Council Member/Agency Member/Authority Board Member Hicks read the proclamation. He noted recipients of the proclamation are Christine Cardenas, Member of the LA versus Hate, and Chairperson of Conflict Management Negotiation Peace Keeping is Dr. Brian Jarrett from California State University Dominguez Hills.

Christine Cardenas accepted the proclamation with words of gratitude and offered comments.

Dr. Brian Jarrett accepted the proclamation with words of gratitude and offered comments.

PRESENTATIONS

Item No. 12. 2021-853 **LEGISLATIVE UPDATE FROM SENATOR STEVEN BRADFORD**

City Manager Landers noted Senator Steven Bradford had a conflict with his schedule and will come back at a future meeting.

Item No. 13. 2021-587 **PRESENTATION FROM CALWATER REGARDING WATER CONSERVATION ACTIVITIES IN THE CITY OF CARSON**

City Manager Landers introduced Tammie Myers, Conservation Coordinator, and Ralph Felix, Operations Manager. Tammie Myers gave a PowerPoint presentation on Water-Efficiency Programs.

Director Whitman continued the PowerPoint Presentation on Rebates for Park Equipment Upgrades: Phase I (Q1 2022), Carson's Phase II (Q2-3 2022), Carson's Park Facilities Water Consumption, and Non-Residential Water Consumption.

Tammie Myers continued the PowerPoint Presentation on Non-Residential Water Consumption, Carson's Proposed City Hall Landscape Upgrade, Drought Tolerant Landscape, and Contact Information.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired if there is a program to help residents and businesses replacing valves. Tammie Myers responded to his inquiry and confirmed water conservation information is available on their website.

Council Member/Agency Member/Authority Board Member Hicks referred to the medians throughout the city and asked about the status of reclaimed water.

City Manager Landers stated there is a strong interest in partnering with CalWater on obtaining recycled pipes in the medians but CalWater has not been open to partnering on this matter.

Director Whitman noted in the current Capital Improvement Project (CIP) there are plans for a recycled water master plan and can work with CalWater and West Basin Municipal Water District to make it happen.

Tammie Myers stated she looks forward to setting up a future meeting with the City and West Basin Municipal Water District to move forward in a positive manner.

Council Member/Agency Member/Authority Board Member Hicks requested that the medians look similar to Indian Wells, a plant-based drought tolerant look. City Manager Landers stated she will move forward in that regard.

Council Member/Agency Member/Authority Board Member Hilton referred to Director Lennox who worked on a project in Menifee on reclaimed water with medians and can work with Tammie Myers and Director Whitman. Director Lennox stated he would be happy to help and spoke about the $2 million irrigation system.

Item No. 14. 2021-756 **RECOGNITION FOR VARIOUS INDUSTRIES AND AGENCIES IN THE CITY OF CARSON FOR COMPLIANCE WITH LOS ANGELES COUNTY SANITATION DISTRICT WASTEWATER DISCHARGE REQUIREMENTS FOR 2020**

City Manager Landers introduced Basil Hewitt with the Los Angeles County Sanitation Districts (LACSD). He introduced Jyoti Banaji, Engineer in the Industrial Waste Department of LACSD. She spoke about a special certificate recognition program for the industrial waste dischargers. Each calendar year this program honors industries that have been in full compliance with the sanitation district's industrial waste requirements. This year is the 25th year of the program.

She displayed a list of the 32 industries/companies who received the Certificate of Recognition in recognition of their full compliance with all Los Angeles County Sanitation Districts' industrial waste requirements.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if anything was sent to the companies. City Manager Landers stated it is the plan to do so.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Rick Pulido, Environmental Commissioner - Item No. 17
Offered comments regarding the following: Beautification project; plant attractive plants; reminded the City Manager and Director Whitman to respond to his requests regarding the slurries in District 2 and District 4 which need paving and potholes along 220th Street from Figueroa Street to Avalon Boulevard, 223rd Street from Figueroa Street to Avalon Boulevard; need tree planting; street sweeping issue – trees need to be trimmed for street sweeper; remind the street sweeper ticketing staff to not ticket the residents until after the street sweeper has passed their house; South Coast Air Quality Management District (AQMD) has a meeting regarding the 1109-1 Rule; a letter from the City of Carson and the Environmental Commission discussed and concurred to respond this week which the City Manager and Director Whitman are aware and would hope the City sends a letter which affects the refineries; congratulated new Council Member-Elect Arleen Rojas for her election.

William Koons - Item No. 6
Reported Jesse Marquez' group had a press conference today and is asking the Environmental Protection Agency (EPA) to step in and help the city in that regard; offered solution to the

Dominguez Channel foul odor; the County's process is a temporary solution

Liz Foisia – Item No. 6
Stated the County representative came across pompous and rude; asked what happened to the independent investigation requested by Council Member Hilton; admonish the LACPW representative for his poor presentation; inquired what is the excellent conduit that the County representative referred from the City Manager; Carson residents are getting too little too late

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised Liz Foisia that the City Council instructed the City Manager to move forward with a civil lawsuit, hire an outside investigator, and part of the State's EPA.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he would step aside from the dais and speak as a private citizen and offered the following comments: Congratulated Rick Pulido on being selected as Chairperson of the Environmental Commission; congratulated William Koons on being selected as Vice Chair of the Environmental Commission; congratulated Council Member-Elect Arleen Bocatija Rojas for a job well done on her campaign; congratulated other candidates who won and who did not win for participating in civic engagement to help make democracy work; Oral Communications should be restored to both telephone calls and email messages as previously done at several meetings; have hybrid system that would engage more citizens

Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear congratulated newly elected City Clerk Myla Rahman on a job well done.

APPROVAL OF MINUTES:

Item No. 15. 2021-849 **APPROVAL OF THE MARCH 4, 2021 CITY COUNCIL SPECIAL MEETING MINUTES AND MARCH 11, 2021 SPECIAL MEETING MINUTES**

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 16-27)

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Hilton.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear referred to Item No. 21 and stated he will recuse himself from voting due to owning property although more than 500 feet away to avoid the appearance of impropriety and will establish a none vote on the item nor discussing the item.

Council Member/Agency Member/Authority Board Member Hilton requested to remove Item No. 18 for discussion.

The motion to approve Consent Items No. 16-27, except Items No. 18 and recusal by Council Member Dear for Item No. 21, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 16. 2021-851 **Resolution No. 21-148, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,122,027.47, DEMAND CHECK NUMBERS 159979 THROUGH 160217**

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-827 **CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)**

Recommendation: RECEIVE and FILE this report.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-847 **CONSIDER AUTHORIZING ISSUANCE OF ADDITIONAL CITY CREDIT CARDS; INCREASING THE CREDIT LIMIT TO $80,000 PER CREDIT CARD AND AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR NEEDED EMERGENCY ITEMS IN RESPONSE TO CITY PROCLAIMED LOCAL EMERGENCIES (CITY COUNCIL)**

Item No.18 was heard after approval of the Consent items.

City Manager Landers gave a report.

Director Rahmani elaborated on the report.

Council Member/Agency Member/Authority Board Member Hilton gave an opportunity to City/Agency/Authority Treasurer Cooper to speak on the item.

City/Agency/Authority Treasurer Cooper expressed concern on this item because of the continual challenges that the Finance Department and City Treasurer's Department have with those who hold the P cards. The guidelines are not being followed and explained the ongoing issue. She suggested for emergencies to have one card perhaps she can hold in her department with a credit limit and the credit card be used only for designated emergencies that are designated by the Mayor and City Council.

City Manager Landers stated she does not have a problem with the City Treasurer being given a credit card during emergencies but concern with only one person because if there is an earthquake and the City Treasurer is not available and may not be able to get back to the city, therefore, would like to have two card holders.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if the City Manager has a credit card. City Manager responded yes but did not know the limit. Director Rahmani stated the credit limit is $40,000 that can be increased. The entire city has about $400,000 on all credit cards. The city's credit card resolution approved by the City Council authorized the Chief Deputy City Treasurer to have a credit card but chose not to have one.

City Manager Landers stated the declaration or proclamation of the emergency is what should trigger the use of the credit card and should not be available for any other occasion.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the City Treasurer and City Manager should have one; have open purchase orders (PO's) of all the companies (suppliers) surrounding City Hall to obtain supplies, equipment, etc. for an emergency.

City Manager Landers stated it is part of the staff recommendation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked the City Treasurer her recommendation.

City/Agency/Authority Treasurer Cooper stated as the Mayor suggested that the credit card be used for emergency purposes and be issued by the City Treasurer and City Manager which she has no issue with that as long as the credit card is only used for an emergency. She does not support increasing the credit limit and the need for better control of the guidelines on how to process credit card payments monthly.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked how many credit cards were issued. City Manager Landers responded there are three.

Director Rahmani stated the city has four credit cards: two for Buyers, Emergency Services Manager, and the City Manager.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Treasurer have one in place of one of the Buyers.

Director Rahmani noted the policy is very clear and emphasized the credit card holder's responsibilities and issue another card or two.

City/Agency/Authority Treasurer Cooper stated she did not have a problem to have a credit card. She thought of having a separate credit card with a large credit limit from the P cards for the City Treasurer and City Manager for declared emergency only.

Recommendation: CONSIDER authorizing the issuance of additional City credit cards; to increase the credit limit to $80,000 per credit card and the issuance of purchase orders for needed emergency items.

ACTION: It was moved to direct staff to bring back a resolution in the formulation that the Mayor and City Council can concur on motion of Dear, seconded by Hicks with no objection heard.

City Manager Landers reminded the Mayor and City Council to address the purchase order issue.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to also bring back the issuance of purchase orders for needed emergency items in addition to the issuance of credit cards for the City Manager and City Treasurer and current P cards at the next meeting with no objection heard.

Item No. 19. 2021-835 **CONSIDER APPROVAL OF FINAL TRACT MAP NO. 74940: DEVELOPMENT OF 9 RESIDENTIAL CONDOMINIUM LOCATED AT 123 E. 223RD STREET (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Tract Map No. 74940 for 9 residential condominium units located at 123 E. 223rd Street.
2. MAKE the findings listed in the body of this report.
3. ACCEPT the bonds and improvement securities listed in the body of this report.
4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map on the face of Tract Map No. 74940.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-834 **CONSIDERATION OF: (1) RESOLUTION NO. 21-133, GRANTING CONSENT AND JURISDICTION TO LOS ANGELES COUNTY IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE, CITY OF CARSON, PROJECT NO. 32-37A (L 155-0A) ; AND (2) RESOLUTION NO. 21-134, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROJECT NO. 32-37A (L 155-0A) TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697 (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 21-133 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO LOS ANGELES COUNTY IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE, CITY OF CARSON, PROJECT No. 32-37A (L155-0A)."
2. WAIVE further reading and ADOPT Resolution No. 21-134 "A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE CITY OF CARSON, AND THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROJECT No. 32-37A (L155-0A) TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697."

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-833 **CONSIDER APPROVAL OF FINAL TRACT MAP NO. 76070: DEVELOPMENT OF A FOUR-STORY, 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT LOCATED AT 21809-21811 S. FIGUEROA STREET (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Tract Map No. 76070 for a four-story, 32-unit residential condominium project located at 21809-21811 S. Figueroa Street.
2. MAKE the findings listed in the body of this report.
3. APPROVE and ACCEPT the bonds and improvement securities listed in the body of this report.
4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map on the face of Tract Map No. 76070.

ACTION: Item No. 21 was approved on Consent with recusal by Council Member Dear for Item No. 21 as noted earlier during the vote.

Item No. 22. 2021-832 **CONSIDER AWARDING PURCHASE AGREEMENTS TO QUINN COMPANY, RDO EQUIPMENT COMPANY, AND CRAFCO INCORPORATED FOR THE PURCHASES OF ONE NEW CATERPILLAR 415IL INDUSTRIAL LOADER, ONE NEW CATERPILLAR CB2.7 TANDEM VIBRATORY UTILITY COMPACTOR, ONE NEW VERMEER SC70TX STUMP**

GRINDER AND BUTLER LT712 TRAILER, AND ONE NEW KM INTERNATIONAL KM 8000T ASPHALT HOT BOX TRAILER FOR THE PUBLIC WORKS RIGHT OF WAY AND LANDSCAPE, BUILDING & MAINTENANCE (LBM) DIVISIONS; AND CONSIDER RESOLUTION 21-144 AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET

Recommendation: TAKE the following actions:

1. WAIVE the formal bid process defined by the Carson Municipal Code, Section 2607, as allowed by Section 2605 (1) (ii).
2. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) to issue a purchase order for $183,480.64 to Quinn Company of City of Industry, for the purchases of one new Caterpillar 415IL Industrial Loader for $127,311.57 (Exhibit No. 1) and one new Caterpillar CB2.7 Tandem Vibratory Utility Compactor for $56,169.07 (Exhibit No. 2).
3. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) to issue a purchase order in the amount of $91,390.48 to RDO Equipment Company of Rancho Dominguez for the purchases of one new Vermeer SC70X Stump Grinder and Butler LT712 Trailer (Exhibit No. 3).
4. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) and issue a purchase order in the amount of $53,447.53 to Crafco Incorporated of Fontana for the purchase of one new KM International KM 8000T Asphalt Hot Box Trailer (Exhibit No. 4).
5. ADOPT Resolution 21-144, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET"

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-843 **CONSIDER APPROVING AN AGREEMENT FOR CONTRACT SERVICES WITH ECS IMAGING, INC FOR LASERFICHE CLOUD DOCUMENT MANAGEMENT SERVICES (CITY COUNCIL)**

Recommendation:

1. APPROVE a three-year annual support contract with ECS Imaging, Inc. in an amount not to exceed $39,585.00; with two City options to extend for additional one-year periods (exclusive of the not to exceed amount); and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-842 **CONSIDER AN AWARD FOR MAINTENANCE AND HARDWARE SUPPORT CONTRACT TO INTELLI-FLEX INC. FOR THE AVAYA PHONE SYSTEM (CITY COUNCIL)**

Recommendation:
1. APPROVE a three-year annual maintenance, repair and hardware support contract to Intelli-Flex Inc. for the City's Avaya city-wide phone system, with two City options to extend for additional one-year periods, in an amount not to exceed $51,338.64; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-857 **CONSIDER APPROVAL OF SETTLEMENT AGREEMENT IN THE MATTER OF SANDRA DAVIS V. CITY OF CARSON, ET AL., LOS ANGELES SUPERIOR COURT CASE NO. 20STCV15409 (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. Approve the Settlement Agreement (Exhibit 1).
2. Authorize the City Manager to execute the Settlement Agreement, and any related documents, to resolve the litigation.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-791 **CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT, AS WELL AS RESOLUTION NO. 21-149 ADOPTING THE TENTATIVE AGREEMENT THAT IMPLEMENTS THE SETTLEMENT AGREEMENT FOR NEW SALARY SCHEDULES BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809, REPRESENTING THE UNCLASSIFIED PART-TIME EMPLOYEES BARGAINING UNIT RETROACTIVELY FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2022. PERB CASE NO. LA-CE-1461-M (CITY COUNCIL)**

Item No. 26 was heard after Item No. 32.

City Manager Landers requested an update of the item.

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago noted an updated version of Resolution No. 21-149 accompanied by a Tentative Agreement that the City Clerk's Office received via email from Director of Human Resources Faye Moseley who requested be read into the record.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes confirmed she received the updated version of Resolution No. 21-149 today with no objection heard.

Recommendation: 1. APPROVE THE SETTLEMENT AGREEMENT AND AUTHORIZE THE CITY MANAGER, DIRECTOR OF HUMAN RESOURCES AND RISK MANAGMEENT, AND DEPUTY CITY ATTORNEY TO EXECUTE THE SETTLEMENT AGREEMENT, AND ANY RELATED DOCUMENTS, TO RESOLVE THE LITIGATION.

2. APPROVE RESOLUTION NO. 21-149 ADOPTING THE TENTATIVE AGREEMENT THAT IMPLEMENTS THE SETTLEMENT AGREEMENT FOR NEW SALARY SCHEDULES BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809, REPRESENTING THE UNCLASSIFIED PART-TIME EMPLOYEES BARGAINING UNIT RETROACTIVELY FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2022. PERB CASE NO. LA-CE-1461-M (CITY COUNCIL)

ACTION: Item No. 26 was approved on Consent.

Item No. 27. 2021-761 CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(E) FOR A CONTINUED 30-DAY PERIOD (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)

Recommendation: TAKE the following actions:

ADOPT Resolution No. 21-150, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) FOR A CONTINUED 30-DAY PERIOD." (Exhibit No. 1)

ACTION: Item No. 27 was approved on Consent.

DISCUSSION: (Items 28-32)

Item No. 28. 2021-830 UPDATE ON EMERGENCY NOTIFICATION PROCESS FOR COMMUNITY MEMBERS (CITY COUNCIL)

Item No. 28 was heard after Item No. 18.

City Manager Landers presented the item.

Emergency Services Manager Raymond Cheung presented a video of Alert Southbay; www.alertsouthbay.com and provided ways to register.

Council Member/Agency Member/Authority Board Member Hilton asked how to ensure that everyone is included to be alerted of an emergency. Is there a list operating from? Can we add to the city website for those to opt in? Can we have the flyer posted on social media accounts for everyone to opt in the feature?

Emergency Services Manager Cheung responded that the information is posted on the City website and the Carson Report. He encouraged everyone to register in the system to receive notifications; part of the Everbridge app allows access to the wireless emergency alert system which does not require folks to register which is included in most modern mobile phones. However, the use of the system is restricted for immediate threat of a regional area; system was used during the recent earthquake, Avalon fire, and the Dominguez Channel situation.

Council Member/Agency Member/Authority Board Member Hicks expressed concern that everyone was not notified of the Dominguez Channel odor; not everyone is connected to a computer/new technology and how can residents be reached who may not be technology savvy; need to put something in place that encompasses everyone in the city. He inquired how was the Alert Southbay marketed when it was implemented in the summer as he did not receive an alert.

Emergency Services Manager Cheung stated The Walking Man was used to provide information to the residents and can do more publicity around Alert Southbay.

Council Member/Agency Member/Authority Board Member Hicks would like staff to ensure to have something in place to notify all residents of an emergency in the city and how to get help.

City Manager Landers noted there are two levels of use for the alert system and requested Emergency Services Manager Cheung to explain the emergency and who it would alert when it is an emergency which is different from the sign-up system.

Emergency Services Manager Cheung explained the Everbridge system with the different ways to reach folks – require opt in and encourage folks to register. There is a listing of landlines in the system because of Federal Communications Commission (FCC) regulations and can only access those using when there is an immediate threat to life safety; that restriction makes it harder to use that database which was used after the Avalon fire for the area surrounding the property to notify the residents. There is also the wireless emergency alert that is standard on cell phones. There are varying levels of ability to send messages and encourage the opt ins because those are the ones that are most flexible to send messages to reach people.

City Manager Landers stated if there was to be considered a life-threatening danger then would be able to utilize the rotary phones and the alert system to cell phones.

Emergency Services Manager Cheung discussed the wireless emergency alert system.

City Manager Landers stated the Dominguez Channel incident has not been defined as a life-threatening emergency, therefore, was not able to utilize those particular systems that Emergency Services Manager Cheung spoke about that would be for a life-threatening emergency which is why would like people to sign up for Alert SouthBay. The sign-up system gives more flexibility to update folks.

Council Member/Agency Member/Authority Board Member Hicks expressed the Dominguez Channel incident is life threatening for individuals suffering from the incident and would like the same urgency and something in place that will address disseminating information to the residents.

City Manager Landers requested Emergency Services Manager Cheung to explain the trigger for the emergency call out.

Emergency Services Manager Cheung stated staff asked about using the system to reach landlines early on and the Alert SouthBay administrator advised that it would not be within the FCC regulations looking at the immediate life threatening. The message would have some called action to direct them to take immediate action within the next few minutes to protect life or property that is generally what they are looking for using the landline database. Not everyone has landlines, therefore, the system is limited.

Council Member/Agency Member/Authority Board Member Hilton echoed the sentiments of Council Member/Agency Member/Authority Board Member Hicks. Staff needs to look at another or additional alert system for the city because who is Alert SouthBay to determine the level of life-threatening emergency in the City of Carson.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated this was a test on how responsive we are to the residents; expressed concern if the city has a major earthquake how will we respond. She asked how the residents will be notified if the city had to evacuate.

Emergency Services Manager Cheung stated will use every avenue that Alert SouthBay offers including registered cell phones, landlines, and the wireless emergency alert system which is similar to the Amber alerts.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the city is learning through this emergency, focus how to correct the situation, and come up with something palatable for the City Council.

Recommendation: TAKE the following actions:
1. Receive and file

ACTION: It was moved to direct staff to come back with a new plan of action on how to address in mobilizing the community of any disaster and how the information will be disseminated to the residents on motion of Hicks, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council

Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 29. 2021-831 **CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE NO. 21-2121 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 TO ARTICLE V (COMMENCING WITH SECTION 51101 ET SEQ.) OF THE CARSON MUNICIPAL CODE, ENTITLED 'SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION,' TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CITY COUNCIL)**

City Manager Landers introduced Lona Laymon from the City Attorney's Office and Director of Public Works Eliza Jane Whitman and presented the item.

Lona Laymon, Aleshire and Wynder, gave a PowerPoint presentation.

Michelle Nicholls, Waste Resources (WRI), introduced herself.

Recommendation: TAKE the following actions:
1. INTRODUCE and READ, by Title Only and with Further Reading Waived: "ORDINANCE NO. 21-2121 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 TO ARTICLE V (COMMENCING WITH SECTION 51101 ET SEQ.) OF THE CARSON MUNICIPAL CODE, ENTITLED 'SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION,' TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT."

ACTION: It was moved to waive further reading and introduce Ordinance No. 21-2121, as read by title only, on motion of Dear, seconded by Hilton.

During discussion of the motion, Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated WR is working lead on an outreach program for the residents and implemented by first of the year. She asked if they came up with a plan to address community outreach and educate

the residents and businesses.

Michelle Nicholls stated they are still working out the details which will be a collaborative effort between the Public Information Office and WR.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the fee increase for the residents.

Michelle Nicholls stated the fee increase is yet to be determined because functionally have a good system in place (3 color container system); it is a matter of making sure that the green cart now includes the mixed organics. There will be a shift in processing costs. There have been pilot projects around the state the past two years; a few cities have started servicing the revised 3 color container system in residential communities but there is not a lot of data to support the cost of each household/account; will work it out as the program moves along and if need to make equipment changes that will also bear a cost which is uncertain at this point.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about the logistic plans of the waste containers. Michelle Nicholls responded that it is yet to be determined; spoke about the separation of green waste from the rest of the organics; use of bags; will have list of items for use of 3 color container system.

Council Member/Agency Member/Authority Board Member Hicks asked what goes into the black trash container. Michelle Nicholls gave examples of items which is also available on the website.

The motion was unanimously carried by the following vote:

Ayes:	Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Item No. 30. 2021-824 **COVID-19 UPDATE (CITY COUNCIL)**

Recommendation: 1. DISCUSS and PROVIDE any direction.

ACTION: Presentations were made and discussion was held as follows:

Emergency Services Manager Cheung gave a PowerPoint presentation on Trends of COVID-19; COVID-19 Vaccine & Booster; and Vaccine Approved for Ages 5-11.

Director Lennox gave a PowerPoint presentation on the Halloween Drive-Thru that was held on Sunday, October 31, 2021 from 5:00 P.M. to 8:00 P.M. with slides highlighting the settings from the Halloween Drive-Thru.

Council Member/Agency Member/Authority Board Member Hicks informed the City Manager that Phillips 66 and Chick-fil-A were spelled incorrectly under Donations on the Halloween flyer that

Director Lennox displayed in his presentation. City Manager Landers noted the corrections.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Director Lennox and his staff for a job well done.

City Manager Landers spoke about the Pfizer Vaccine & Booster and Moderna Vaccine & Booster.

Item No. 31. 2021-515 **CONSIDER RESOLUTION NO. 21-142 SETTING A TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC AND SYWEST DEVELOPMENT, LLC WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 AND RESOLUTION NO. 13-099 REGARDING VEHICLE STORAGE FACILITIES AT 20151 SOUTH MAIN STREET (CITY COUNCIL)**

Director Naaseh gave a report.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-142, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING A TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC AND SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 AND RESOLUTION NO. 13-099 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY AT 20151 SOUTH MAIN STREET, CITY OF CARSON (CITY COUNCIL)"

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 32. 2021-850 **CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. CONSIDER and APPOINT, REAPPOINT or REMOVE

members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act.

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

Economic Development Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Ted Cordova and Trini Jimenez from the Economic Development Commission.

It was moved to ratify the Mayor's removal of Ted Cordova and Trini Jimenez from the Economic Development Commission on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Youth Commission

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear appointed Miguel Domingo as his uncontested appointment to the Youth Commission.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Rochelle Hall as Alternate 2 to the Measure C and Measure K Budget Oversight Committee.

It was moved to ratify the Mayor's appointment of Rochelle Hall as Alternate 2 to the Measure C and Measure K Budget Oversight Committee on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None

Abstain: None
Absent: None

MEMORIAL ADJOURNMENTS

This item was heard after Item No. 26.

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago offered prayers and condolences to the families who lost their loved ones and requested this evening's meeting be adjourned in memory of the following:

Christopher Smith
Edith Medina
Vera Thompson
Carole Keen

Council Member/Agency Member/Authority Board Member Hicks requested to add Calvin Alexander to the Memorial Adjournment Requests.

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

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) – None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the following items be placed on a future agenda:

- Moiblehome Park Zoning Ordinance
- Ordinance to rescind the 2/3 super majority agenda ordinance

Council Member/Agency Member/Authority Board Member Hilton acknowledged Trini Jimenez for delivering a check for $10,000 from Watson Land Company, a check for $10,000 from Carson Companies, and a check for $5,000 from Alpert & Alpert to the City Treasurer's Office today to help the City accommodate residents into hotels and provide purifiers to help with the Dominguez Channel issue. They wanted to be good neighbors and business stewards to help in the efforts of relief. He wanted to make sure Watson Land Company, Carson Companies and Alpert & Alpert were acknowledged.

Council Member/Agency Member/Authority Board Member Hicks inquired about a homeless plan. He asked what is in place for the homeless people in the city; if have a homeless plan, when is it going to be executed or the process. The city website needs to be updated.

Mayor/Agency Chairman/Authority Chairman Davis-Holme requested the City Manager to bring back a report regarding the homeless issue at the next council meeting. She requested the City Manager to review the ordinance addressing the homeless that was recently passed by Los Angeles.

Council Member/Agency Member/Authority Board Member Hilton congratulated Myla Rahman for her election and a job well done. He congratulated Arleen Rojas for her election and all the candidates who ran for office. He looks forward to working with the new team.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes congratulated all the candidates.

City Manager Landers stated IT Manager is working on updating the city website.

Council Member/Agency Member/Authority Board Member Hicks requested the City Manager to bring back an informational item regarding the status of the city website. City Manager Landers responded in the affirmative.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes commended staff, her colleagues, and the City Attorney for taking the next step in filing a lawsuit against everyone who is involved with the Dominguez Channel incident. She is aware that there was a request to contact the State Environmental Protection Agency and recommendation to hire a consultant to investigate and help the city to solve the problem. Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Manager to confirm.

City Manager Landers confirmed the agency was asked to be involved.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that together will get through this and residents can call 310-830-7600 that is still available. She stated does not know how effective the 211 number is through Public Works since she received complaints about the number. She thanked staff for working the Emergency Operations Center (EOC) around the clock. The City is moving forward and will do what we have to do to make it happen.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he requested at the Press Conference today that the Federal EPA do a thorough and precise investigation as to the real cause of the stench affecting the city negatively; situation has to be cured as soon as possible; congratulated Myla Rahman and Arleen Rojas for their election; expeditiously move forward with certifying the election as soon as the County Board of Supervisors receives the document from the Los Angeles County Registrar Recorder County Clerk's Office as soon as they approve it.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the election results to be certified at a regular City Council Meeting in December.

City Manager Landers noted the County usually certifies the election results in the beginning of December. The City's first meeting in December is on December 7, 2021 and if the County certifies before then, the City could certify the election results. Otherwise, the City can certify on December 21, 2021.

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

City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS:
The meeting was recessed at 9:25 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 9:35 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 3
No reportable action was taken.

ADJOURNMENT
The meeting was adjourned at 9:36 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
NOVEMBER 16, 2021
5:00 P.M.

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

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

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Jawane Hilton, and Council Member/Agency Member/Authority Board Member Cedric Hicks

Council Members/Agency Members/Authority Board Members Absent:
Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear (Entered at 5:11 P.M.)

Also Present:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Robert Lennox, Director of Community Services; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-885 **PASTOR JOHN SHOBER, CARSON HOPE CHAPEL**

Pastor John Shober gave the invocation.

CLOSED SESSION (Items 2 to 4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani announced the Closed Session items.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear entered the meeting at 5:11 P.M.)

RECESS:
The meeting was recessed at 5:14 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 6:21 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present including Dear.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-862 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)**

Recommendation: 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 case.

ACTION: No reportable action was taken.

Item No. 3. 2021-890 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows:
Carter-Spencer Enterprises, LLC v. City of Carson, et al., Los Angeles Superior Court Case No. 21STCP02987.

ACTION: No reportable action was taken.

Item No. 4. 2021-892 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)**

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding

pending litigation to which the City is a party. The title of such litigation is as follows:
Socorro Magana v. City of Carson, et al., Real Party in Interest Carter-Spencer Enterprises, LLC, Los Angeles Superior Court Case No. 21STCP03033.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 5. 2021-867 **REPORT FROM CAPTAIN JONES OF CARSON SHERIFF'S STATION**

Captain Jones reported/announced the following:

- Met threshold - Deputies will have body worn cameras in the near future
- Homeless Team Deputies dealing with homeless lady; criminals preying on them and made arrests; commended the Homeless Team Deputies; thanked Mayor and City Council for their support
- Thefts at Target, Lowes, Home Depot and other stores; Community Relations Sergeant met with retail owners in the area; advised residents to report thefts
- Thanked the Mayor and City Council for inviting them last week to honor the veterans at the Veterans event and were given the opportunity to speak; thanked the veterans for all their service and sacrifice
- Blood Drive in conjunction with the American Red Cross on Tuesday, November 23, 2021, from 10:00 A.M. to 4:00 P.M.
- Holiday Toy Giveaway; accepting applications; toy distribution on December 11, 2021; for more information, contact the Community Relations Office at 310 830-1123 or via email at carsoncomrel@lasd.org
- Introduced new service area Lieutenant Joey Bolder who offered comments
- Introduced Community Relations Sergeant Armando Hernandez taking over for Sergeant Veramendi who offered comments

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments.

Captain Jones thanked the Mayor and City Council for their support of the hard-working men and women who work at the Carson Sheriff Station.

Mayor and City Council thanked Captain Jones for introducing Lieutenant Joey Bolder, Community Relations Sergeant Armando Hernandez, and their work in the community.

Council Member/Agency Member/Authority Board Member Hilton also thanked Captain Jones for patrolling the University area (99 Cent Shopping Store) which he has seen a decrease in loitering in the area. He asked staff to partner with the County Supervisor when they release individuals from Harbor-UCLA Medical Center to release them back to the community they came from as opposed to releasing them in Carson.

Captain Jones stated he would continue to make the Avalon/University area a priority. He reported they also had a meeting with the representative from District 2 regarding the release of

individuals and transportation issue.

He wished everyone a safe and Happy Thanksgiving.

Item No. 6. 2021-880 **REPORT FROM ASSISTANT CHIEF BENNETT OF LOS ANGELES COUNTY FIRE DEPARTMENT**

Assistant Chief Bennett thanked Captain Jones and the Carson Sheriff Deputies for doing a fantastic job supporting the firefighters. He reported on the following:

1) Dominguez Channel issue: While the local fire stations are not immediately involved in the Dominguez Channel incident, the Chief of Health Hazmat and his Assistant Chief are routinely on their daily conference calls; health hazmat inspectors testing the air and waters every day and the levels are being reduced at the seven bridges; conference calls every day with the South Coast Air Quality Management District (SCAQMD), Public Works, and Public Health. They are part of the joint operations with the tactical board, county, and city officials conference calls. The are staying involved as much as they can.

2) Avalon Fire that occurred on September 30, 2021: Health Hazmat Division just approved the cleanup plan that was submitted by the property owner's attorney; Clean up started this morning at 7:00 A.M. and will be daily from 7:00 A.M. to 5:00 P.M. with anticipated completion middle to late December 2021; Health Hazmat Division looked at the report and continue to monitor the water and product that are at the Avalon Fire

3) Statistics for the month of October

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Assistant Chief Bennett for his report.

Council Member/Agency Member/Authority Board Member Hicks inquired how often Assistant Chief Bennett will be providing a report. City Manager Landers responded that Assistant Chief Bennett indicated he would provide a report regularly at the meetings.

Council Member/Agency Member/Authority Board Member Hilton asked Assistant Chief Bennett to explain the levels of hydrogen sulfide (H2S). Assistant Chief Bennett explained the levels of hydrogen sulfide that it is safe and does not pose a health threat.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Assistant Chief Bennett for coming to the meeting.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced and welcomed Council Member-Elect Arleen Rojas who will be representing Council District 4.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted he invited newly elected Council Member Arleen Rojas and newly elected City Clerk Myla Rahman to the City Council meeting and Myla Rahman was unable to attend the meeting.

Council Member-Elect Arleen Rojas offered comments, looked forward to meeting everyone, and working as a team.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the Swearing In Ceremony will be held on December 7, 2021 which was confirmed by City Manager Landers.

The City Council welcomed and congratulated Council Member-Elect Arleen Rojas and City Clerk-Elect Myla Rahman.

Item No. 7. 2021-868 **PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL DIABETES AWARENESS MONTH**

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear read the proclamation which was accepted by Dobard, 85 years old, who offered comments and words of gratitude.

PRESENTATIONS

Item No. 8. 2021-891 **LEGISLATIVE UPDATE FROM ASSEMBLYMAN MIKE A. GIPSON**

Assemblyman Mike Gipson spoke about the importance of being vaccinated. 2021 was a bad year losing family and friends due to the COVID-19 pandemic and was a good year receiving a robust budget.

He gave a legislative update as follows:

Governor Gavin Newsom signed the following bills he presented:

Assembly Bill (AB) 958 - Ban police gangs
AB 651 - Hold cemetery operators accountable and not walk away from their responsibilities
AB 490 - Prohibit law enforcement once in custody to use any technique or method to cut someone's ability to breathe
AB 1196 – Prohibit carotid artery restraint or choke hold

Employment Development Department (EDD) – Unemployment benefits; visit website: www.asm.ca.gov/gibson

At a past City Council meeting, he presented $3 million to the City of Carson to renovate Carriage Crest Park. The Mayor requested additional money and he presented an additional check for $3 million. He thanked speaker Anthony Rendon and Governor Gavin Newsom for making this possible.

He noted additional money to be delivered to the following:

$10 million given yesterday to Martin Luther King Community Hospital
$50 million to Charles Drew University of Medicine and Science
$20 million to California State University Dominguez Hills

Monies are part of the $2.2 billion he was able to obtain for the 64th State Assembly District.

The Mayor and City Council invited Assemblyman Gipson for a photo opportunity.

Assemblyman Gipson stated he will be sending the annual survey asking residents what they would like on his agenda for next year 2022; encouraged residents to complete the survey.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested assistance for the Foisia Park renovation. Assemblyman Gipson stated he would immediately work on her request.

Council Member/Agency Member/Authority Board Member Hilton applauded Assemblyman Gipson for his work and requested a section of a park be named after him and requested staff to bring back an item to a future meeting.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he appreciates Assemblyman Gipson for always making Carson a part of the 64th Assembly District.

Council Member/Agency Member/Authority Board Member Hicks thanked Assemblyman Gipson who also requested a section of a park be named in his honor after the park renovations.

Assemblyman Gipson thanked Council Member Hilton for his offer but respectfully declined and stated he is honored, blessed, and grateful to the Mayor and City Council and will continue to serve the city.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

This item was heard after Item No. 26.

Brandi Murdock - Item No. 26
Addressed items of what the City Council is doing pertaining to outreach working in tandem with the County; $300,000 is a small amount of money for State of Emergency; concerned many residents are not aware of what is going on and is it not your concern as well; social media pages and websites do not make a clear mention of the emergency and how to get help; have to make an appointment to enter City Hall; thanked employees and staff for their hard work; consider a task force to answer questions and meet residents adhering to COVID-19 guidelines is necessary; residents need direction; How is the City Council interacting with the County directly?; there seems to be a disconnect as it relates to working together for the community; the County is working; do not need another lawsuit, need action; How is the city ensuring safe remediation?; status of Council Member Hilton's request for private investigator; referred to County's comments regarding remediation

Speaker – Item No. 26
Stated residents are being evacuated from hotels without replacement and others are being asked to pay for second car who are in a hotel that is $200 a week; Who has that to give especially in a dire situation?; this is a State of Emergency; has city support as well as others and just want to see the City get this right yet had several town hall meetings; answers are vague and many questions; ineffective air purifiers; lost hotel reservations; counting on the Mayor and City Council to stand up for the residents

APPROVAL OF MINUTES:

Item No. 9. 2021-876 **APPROVAL OF THE MARCH 16, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES**

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 10 to 27)

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Dear.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Items No. 15, 16, and 23 for discussion.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to remove Items No. 17 and 19 for discussion.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Item No. 26 for discussion earlier in the meeting which was heard after Item No. 8, with no objection heard.

The motion to approve Consent Items No. 10-27, except Items No. 15, 16, 17, 19, 23 and 26, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 10. 2021-886 **CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2021**

Recommendation: RECEIVE and FILE.

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2021-878 **Resolution No. 21-10-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $28,947.50, DEMAND CHECK NUMBERS HA-001872 through HA-001875**

ACTION: Item No. 11 was approved on Consent.

Item No. 12. 2021-879 **Resolution No. 21-10-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,784.30, DEMAND CHECK NUMBERS SA-001840 THROUGH SA-001842**

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2021-877 **Resolution No. 21-154, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,069,037.09, DEMAND CHECK NUMBERS 160218 THROUGH 160411**

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2021-874 **CONSIDER AWARDING A CONSTRUCTION CONTRACT TO BEADOR CONSTRUCTION COMPANY, INC. FOR PROJECT NO. 1665: 189TH PEDESTRIAN BRIDGE REPAIR AND CONSIDER RESOLUTION NO. 21-159, AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1665 - 189th Pedestrian Bridge Repair in the amount of $506,700.00 to the lowest responsive and responsible bidder, Beador Construction Company, Inc.
2. AUTHORIZE the expenditure of construction contingency, if necessary, in an amount not-to-exceed $76,005 (15%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project.
3. ADOPT Resolution No. 21-159, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND SPECIAL REVENUE BUDGET"
4. AUTHORIZE the Mayor to execute a Construction Contract following approval as to form by the City Attorney.

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-822 **CONSIDER AWARDING A CONTRACT TO GREAT SCOTT TREE SERVICES INC. TO PROVIDE TREE MAINTENANCE SERVICES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 30, 2024 (CITY COUNCIL)**

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

Council Member/Agency Member/Authority Board Member Hicks requested a staff report.

City Manager Landers gave a report.

City/Agency/Authority Attorney Soltani stated she obtained the revised copy of the contract from Director Whitman. The contractor changed the commercial general liability insurance that is in the contract from $5 million to $2 million per occurrence and $4 million instead of $10 million in the aggregate. The amounts were forwarded to Risk Management which they approved that is sufficient insurance. She has a revised copy of the contract which she emailed to the City Council.

Council Member/Agency Member/Authority Board Member Hicks expressed concern not knowing that they changed their liability coverage. He asked the City Attorney if it is fine based on her expertise. She referred Council Member Hicks to Risk Management.

Council Member/Agency Member/Authority Board Member Hicks asked why the liability insurance was reduced.

Scott Griffiths, owner and founder of Great Scott Tree Service, stated his understanding in the bid request for proposal (RFP) that it was a $2 million liability with a $4 million cap which they originally bid on; when they received the contract, it was changed to $10 million; can go to the higher amount but there is a higher cost to the city to do so; honoring what was stated in the original bid.

City Manager Landers stated staff to confirm contract change.

Mayor and City Council were in consensus to bring back the item.

City Manager Landers stated the item will be brought back at the next City Council meeting.

Recommendation: TAKE the following actions:
1. AWARD a three-year contract to Great Scott Tree Services, Inc. in the amount of $2,500,615.00 to provide tree planting and maintenances services for the period of January 1, 2022 through December 30, 2024 with two additional one-year extensions at the City's sole discretion; AND
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney and REQUIRE any exercise of the optional extension to be presented to the City Council for approval.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to

December 7, 2021, with no objection heard.

RECESS:
The meeting was recessed at 7:55 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

RECONVENE:
The meeting was reconvened at 8:00 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

Item No. 16. 2021-866 **CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT (18-097) WITH WEST COAST ARBORIST, INC., FOR TREE MAINTENANCE SERVICES TO THE CITY AND CONSIDER RESOLUTION NO. 21-156, AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE AMOUNT OF $750,000 (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Amendment No. 3 to the Agreement for Contract Services by and between the City of Carson and West Coast Arborists, Inc. to increase the contract sum by $656,588.03 for one additional year to provide tree maintenance services such that the total cost of the Contract Agreement does not exceed $2,796,204.09.
2. AUTHORIZE a contingency, if necessary, in the amount of $91,922.32 (14%) for change orders and any unforeseen problems that may arise.
3. WAIVE further reading and ADOPT Resolution No. 21-156, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET."
4. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 17. 2021-869 **CONSIDER ADOPTING RESOLUTION 21-151, AUTHORIZING ISSUANCE OF TWO CREDIT CARDS TO CITY TREASURER AND TO THE CITY MANAGER WITH A TOTAL CREDIT LIMIT OF $300,000 WHERE THE USE OF THE CREDIT CARD WILL BE AUTHORIZED ONLY DURING CITY COUNCIL**

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear expressed concerns on this item and requested to continue the item.

Recommendation: ADOPT Resolution No. 21-151, AUTHORIZING ISSUANCE OF TWO CITY CREDIT CARDS TO THE CITY TREASURER AND TO THE CITY MANAGER WITH A TOTAL CREDIT LIMIT OF $300,000.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to December 7, 2021, with no objection heard.

Item No. 18. 2021-865 **CONSIDER RESOLUTION 21-152 APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FOR CARRIAGE CREST PARK (CITY COUNCIL)**

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-152, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPLICATION(S) FOR SPECIFIED GRANT FUNDS."

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-419 **CONSIDER APPROVAL OF THE OPERATION AND MAINTENANCE SUPPORT AGREEMENT WITH THE LOS ANGELES COUNTY SANITATION DISTRICT NO. 2, TO SUPPORT THE CITY IN REQUIRED MANAGEMENT AND INITIAL STARTUP FOR PROJECT 1515-CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK AND CONSIDER RESOLUTION NO. 21-160 AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000 (CITY COUNCIL)**

Item No. 19 was heard after Item No. 17.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear expressed concerns locking in residents to pay the stormwater capture facility permanently and requested to continue this item.

City Manager Landers stated she will need to confirm when the project will start for a better understanding of the urgency of the item.

Director Whitman responded the next City Council meeting would be the latest to address this item.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if item is required. City Manager Landers stated there is a requirement now that the water reclamation tanks have been placed underground. She discussed the County of Los Angeles operations and maintenance

cost.

Director Whitman stated she feels fortunate that the Los Angeles County is willing to do the project and offered to do services for the city. They will be writing an Operations and Maintenance Plan. She spoke about the Machado Lake.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the County should help pay for the prevention of the contamination of their lake.

Director Whitman discussed county services.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear recommended staff to renegotiate a better deal for the City.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated it must be done.

City/Agency/Authority Attorney Soltani cautioned the City Council there is an agreement the City received $13 million in grants to do the project and obligations associated with it; need to comply with the terms of the grant in place received to do the project and the MS4 Permit obligations are obligations all cities have to comply. She cautioned the City Council there may be liability for not complying with the grant funds.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if item passed and come back for room to negotiate and reconsider. She asked Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear to meet with staff and come back for reconsideration.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he begged to differ with the Mayor and City Manager and the need to renegotiate.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked what will change from now until December 7, 2021.

Director Whitman responded that the contract is for startup phase of the plant and discussed the Operation and Maintenance Costs.

Council Member/Agency Member/Authority Board Member Hicks asked staff if it is correct to request an increase to the budget by $250,000 which is already budgeted this fiscal year.

Director Whitman responded yes and normally construction projects have a startup phase and this construction project did not because it was not the city’s funds.

Council Member/Agency Member/Authority Board Member Hicks stated as mentioned by Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear if going to be an ongoing $250,000 in perpetuity.

Director Whitman stated it is a startup phase and after the startup phase, the Operations and Maintenance Costs will be in perpetuity.

Council Member/Agency Member/Authority Board Member Hicks asked the amount.

Director Whitman stated she did not know yet until startup and will know then the monitoring requirements. They will provide an Operations and Maintenance Manual then request for proposal (RFP) for quotes for cost to operate.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated it will be millions of dollars over the years.

City/Agency/Authority Attorney Soltani stated perhaps Director Whitman and herself can meet with Mayor Pro Tem Dear to understand.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated meeting between now and December 7, 2021 would be fine.

City/Agency/Authority Attorney Soltani understands renegotiate the Operations and Maintenance Costs.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated looking at history of the litigation in court and how Carson is getting stuck paying lots of money.

Director Whitman stated in the startup phase can start process of negotiating with the Los Angeles County Public Works, if any contributors.

Recommendation: TAKE the following actions:

1. APPROVE the Operations and Maintenance Support Agreement with the County Sanitation District No. 2 of Los Angeles County, to support the City in the required management and initial startup for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park for a negotiated fee of not-to-exceed $250,000.00.
2. APPROVE Resolution No. 21-160, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000."
3. AUTHORIZE the Mayor to execute the Agreement and the Resolution, following approval as to form by the City Attorney.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to December 7, 2021, with no objection heard.

Council Member/Agency Member/Authority Board Member Hicks stated the document given did not say that it was a one time for the startup and the Operations and Maintenance is separate. He requested staff to separate in the report the two that the $250,000 is needed because it was short in the current budget year to do the startup and for the City Attorney and Mayor Pro Tem to discuss with the City Council to renegotiate the Operations and Maintenance going forward.

Director Whitman clarified the Operations and Maintenance is going to start in April/May after startup project is completed.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated 44% is the grant and 56% is what the taxpayer will pay.

Director Whitman stated it is not a grant which is what the Los Angeles County Public Works knowing that is their portion of the stormwater in the water shed that is theirs and the city pays 56%.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked what 44% and 56% are in dollar figures.

Director Whitman responded she does not know until the startup phase, receipt of the Operations and Maintenance Manual, and understand exactly what the tasks are. Next step is to solicit RFPs and will find a vendor who will operate and maintain the plan for the city.

City Manager Landers stated she will bring back the item.

Item No. 20. 2021-817 **CONSIDER APPROVAL OF A PURCHASE OF THERMAL POOL COVERS FROM LINCOLN AQUATICS FOR THE CARSON POOL AND DOMINGUEZ AQUATIC CENTER (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE the purchase of thermal pool covers from Lincoln Aquatics for $21,208.59 (Exhibit No. 1).

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-837 **CONSIDERATION OF APPROVAL OF CONTRACT SERVICES AGREEMENT FOR MAINTENANCE AND HARDWARE SUPPORT FOR TWO HEWLETT-PACKARD (HP) SERVERS TO ABTECH TECHNOLOGIES (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. WAIVE the bidding requirements for the Cason Municipal Code (CMC) pursuant to CMC Section 2611(e) ("Sole Source Purchasing"); and
2. APPROVE a five-year agreement for contract services with Abtech Technologies in the amount of $50,862.00; and
3. AUTHORIZE the Mayor to execute the same upon approval as to form by the City Attorney.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-724 **CONSIDERATION OF APPROVAL OF AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH SHI INTERNATIONAL, CORP. FOR WINDOWS SERVER LICENSING, OFFICE365 & MIMECAST SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)**

Recommendation: TAKE the following actions:
1. APPROVE Amendment to Contract Services Agreement with SHI International, Corp.; and
2. AUTHORIZE the Mayor to execute the Amendment to Contract Services Agreement with SHI International, Corp. following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-844 **CONSIDERATION OF APPROVAL OF CONTRACT FOR CITY WEBSITE UPDATE AND REDESIGN WITH 360CIVIC CORP. (CITY COUNCIL)**

Item No. 23 was heard after Item No. 19.

Council Member/Agency Member/Authority Board Member Hicks offered comments in support of the item.

Information Technology Manager Kevin Kennedy spoke about the RFP scope to improve the City website.

Ron Zius, representing 360Civic Corp., gave a PowerPoint presentation.

Recommendation: 1. APPROVE a contract with 360Civic for design and update of City websites for an amount not to exceed $225,175 over a period of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Hicks, seconded by Dear.

During discussion of the motion, Council Member/Agency Member/Authority Board Member Hilton asked if there will be other languages added to the website and to ensure it is user friendly. He also asked for Facebook integration of City Council meetings on the website.

Ron Zius responded to his questions.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated the need for a user friendly website that will work for the residents.

The motion was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None

Abstain: None
Absent: None

Item No. 24. 2021-883 **CONSIDER APPROVAL OF SETTLEMENT AGREEMENT IN THE MATTER OF TINA THOMPSON V. CITY OF CARSON, LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 20STCV21039**

Recommendation: 1. Approve the settlement agreement (Exhibit 1); and
2. Authorize the City Manager to execute the settlement agreement, and any related documents, to resolve the litigation.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2021-889 **MOBILEHOME ZONE CHANGE UPDATE (CITY COUNCIL)**

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-864 **CONSIDER ADOPTING A RESOLUTION CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY RELATED TO THE DOMINGUEZ CHANNEL ODOR (CITY COUNCIL)**

Item No. 26 was heard after Item No. 8.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave an incident report. The City will be hosting the Dominguez Channel Virtual Town Hall Meeting on Thursday, November 18, 2021 at 6:00 P.M. Los Angeles County experts will be attending to answer any questions and give an update. Watch by Live Streaming: carsonca.gov/townhall, Youtube: youtube.com/channel/UC3 or Cable: Spectrum Channel 35 and AT&T Channel 99. She displayed the flyer for the virtual town hall meeting.

City Manager Landers introduced Russ Bryden, Incident Commander from the County Department of Public Works, who gave the Dominguez Channel Odor incident update which significant progress has been made. He discussed notification measures, community hotline and events. Public Works is continuing to work with partners, numbers are down, and refer to joint information center. He stated further can take questions and prepare answers and bring to the Town Hall meeting on Thursday.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated he will give questions in writing to staff who will provide the County before the Town Hall meeting.

City Manager Landers referred to the flyer for residents to pre-submit questions at https://carsonca.gov/townhall before the Town Hall meeting on Thursday, November 18, 2021, at 6:00 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated can submit questions in writing and advance to the City Clerk's Office or city staff.

City Manager Landers stated she will post the flyer on the city website.

Council Member/Agency Member/Authority Board Member Hilton thanked Russ Bryden and for him to articulate the residents' frustrations.

Russ Bryden requested Council Member Hilton to send names to the City Manager to immediately contact for assistance.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to 211 and requested Russ Bryden to do the quality control.

(Council Member/Agency Member/Authority Board Member Hilton exited the meeting at 7:31 P.M.)

Russ Bryden stated he would follow up.

(Council Member/Agency Member/Authority Board Member Hilton reentered the meeting at 7:32 P.M.)

Council Member/Agency Member/Authority Board Member Hicks asked what the County can do to streamline the process, what is the turnaround time to expect money, and who to contact. He noted the air purifiers are small that were distributed at Victoria Park. Residents bought another air purifier because it did not suffice the service needed for their home and turned down when they submitted their receipt because of already receiving one from the County.

Russ Bryden stated he would include information for meeting on Thursday.

Council Member/Agency Member/Authority Board Member Hilton stated the air purifiers are small that were being distributed at Victoria Park and they only cover 400 square feet and given maximum of two which will not cover an average house in Carson.

Russ Bryden stated he understood that the air purifiers are supposed to be rated for the specs put out is rated for 1500 square feet and would look into it.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked her colleagues to write their concerns and give to the City Manager to be addressed in advance.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the County to check the quality control on the actual hotel service.

Recommendation: TAKE the following actions:

1. ADOPT Resolution No. 21-157, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY PURSUANT TO RESOLUTION NO. 21-147 RELATED TO THE DOMINGUEZ CHANNEL ODOR (Exhibit No. 1)."

ACTION: It was moved to Adopt Resolution No. 21-157, as read by title only, on motion of Davis-Holmes, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 27. 2021-888 **CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(E) FOR A CONTINUED 30-DAY PERIOD (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)**

Recommendation: TAKE the following actions:
1. ADOPT Resolution No. 21-161, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) FOR A CONTINUED 30-DAY PERIOD." (Exhibit No. 1)

ACTION: Item No. 27 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (Items 28 to 30)

Item No. 28. 2021-882 **PUBLIC HEARING FOR CONSIDERATION OF INTRODUCING ORDINANCE NO. 21-2119 FOR APPROVAL OF DEVELOPMENT AGREEMENT NO. 22-19 FOR REMOVAL OF TWO EXISTING DIGITAL PYLON SIGNS AND INSTALLATION OF A NEW DOUBLE-SIDED DIGITAL OUTDOOR ADVERTISING SIGN AT THE WIN AUTO DEALERSHIP LOCATED AT 2201 E. 223RD STREET, APN 7315-040-013 (CITY COUNCIL)**

Item No. 28 was heard after Item No. 23.

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

City Manager Landers introduced Director of Community Development Saied Naaseh.

Director Naaseh gave a PowerPoint presentation.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if the agreement referenced community benefits about the City of Carson such as advertising city events at no cost to the city.

Director Naaseh stated he would ask the applicant if it is included.

The applicant advised Director Naaseh that there is no section in the Development Agreement (DA) but could include. Director Naaseh stated currently there is no provision but have standard language in other DAs that will include that the City can use the space as available.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if there is a reason the community benefits were not included in the agreement.

Director Naaseh responded it was not included because it is a dual-purpose billboard but if the applicant agrees can add to the agreement.

Ariana Diverio, applicant on behalf of WIN properties, thanked staff for all their help with the project. She stated would be happy to provide time to the city for emergency, public service announcements and events as space is available on the billboard for free.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to include because it is already included in all agreements with no objection heard.

Ariana Diverio stated she would be happy to include as long as it says as available.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the applicant to include in writing because all other city agreements have it with no objection heard.

City/Agency/Authority Attorney Soltani asked what to revise in the DA. The applicant is saying they are happy to provide it as long as space is available. She noted in some of the agreements it actually says at the very least three times a year. She asked if the City Council would like to put at least five times a year based on availability so at least you are getting some sort of commitment.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she would like it to be consistent with other agreements.

Ariana Diverio requested three or so per year to accommodate everyone.

City/Agency/Authority Attorney Soltani noted typically five events that the city receives from other billboard companies.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted five times a year in writing by the applicant.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted a minimum of five times a

year.

Council Member/Agency Member/Authority Board Member Hilton stated he supports the company display of city events at the minimum of five.

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 at 8:48 P.M.

Council Member/Agency Member/Authority Board Member Hicks referred to the slide presentation that states the dealership advertisement will only be part time. He asked the applicant to explain what the part time is if this is going to be the only display for both dealerships.

Ariana Diverio responded it would be split between Hyundai and Chevrolet and off premise advertising as they determine feasible for the business.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear referred to the City's marketing logo and asked the City Attorney if the city can authorize them to have access to the City logo.

City/Agency/Authority Attorney Soltani stated she can put a provision in the DA that deals with it at the direction of the City Council.

Ariana Diverio stated they have a team of inhouse graphic designers and programmers who can work directly with staff to create ads specific for the billboard free of charge and provide proof.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated the DA does not specify the percentage of advertisement for the dealership and revenue generating billboard advertisement and inquired if that is something we normally do for other billboards.

Director Naaseh responded have no other example that is similar to this billboard. All the other billboards are for off premise advertising, not for onsite businesses to advertise. This is the first one; staff did not include the breakdown.

City/Agency/Authority Attorney Soltani stated if the City Council wanted to put a threshold saying that it is $40,000 annually assuming it is 50/50 or so and if it goes beyond the threshold maybe the annual compensation to the city changes, the City Council has the discretion to request that. It does create complicated auditing and accounting issues for staff. She wanted the City Council to be mindful that they have billboards on the 157-acre site that potentially one day will come before the City Council. The deal we had with the outlet mall with CAM on those billboards it was going to be a 50/50 revenue sharing with the city so 50% of the revenues would come to the city. She stated as a comparison.

Director Naaseh stated the city is in total control with the DAs which is a case-by-case basis.

Recommendation: TAKE the following actions:
1. OPEN the public hearing, TAKE public testimony, and CLOSE the public hearing; and

2. INTRODUCE, for first reading by title only and with further reading waived, Ordinance No. 21-2119, entitled, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 22-19 BETWEEN THE CITY OF CARSON AND WIN CHEVROLET PROPERTIES, LLC, TO (1) REMOVE TWO EXISTING DOUBLE-SIDED ON-SITE DIGITAL SIGNS AND (2) INSTALL ONE 64-FOOT HIGH DOUBLE-SIDED OUTDOOR ADVERTISING SIGN ("REPLACEMENT DIGITAL BILLBOARD") ALONG A PORTION OF THE I-405 FREEWAY CORRIDOR, ZONED CA, LOCATED AT 2201 E 223RD STREET (APN 7315-040-013).

ACTION: It was moved to Introduce Ordinance No. 21-2119, as read by title only with further reading waived, as amended with all requests from staff with the minimum of five advertisements and sharing of the City logo, on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

Item No. 29. 2021-704 **PUBLIC HEARING TO CONSIDER THE REDISTRICTING OF ESTABLISHED CITY COUNCIL DISTRICTS BASED ON THE RESULTS OF THE 2020 DECENNIAL CENSUS ON REDISTRICTING**

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

City Manager Landers introduced Assistant City Manager John Raymond who gave a report. He introduced Andrew Westall with Bear Demographics, Inc.

Andrew Westall gave a PowerPoint presentation on the Summary of Redistricting Law, Criteria, and Process 2021-22 City Council Redistricting Process.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes commended Andrew Westall on his report.

Council Member/Agency Member/Authority Board Member Hilton thanked Andrew Westall for his comprehensive report and look forward to the maps.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Andrew Westall for his presentation. He stated his concern of some neighborhoods comments about not wanting their neighborhoods split.

Council Member/Agency Member/Authority Board Member Hicks stated Andrew Westall gave a very thorough report. He inquired about upcoming public hearings and if they will be televised and how can residents be a part of the process.

Andrew Westall responded the City will put up a redistricting website that is required by State law that will have all the information in Spanish and Tagalog accessible. He stated will discuss with City staff if can have the public hearings and workshops virtually or hybrid.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 9:27 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear inquired about three speakers at the Community Center. City Manager Landers confirmed there are no speakers.

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing at 9:29 P.M.

Recommendation:
1. OPEN the public hearing;
2. TAKE public testimony; and
3. CLOSE the public hearing.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item received and filed and for staff to proceed with redistricting with no objection heard.

Council Member/Agency Member/Authority Board Member Hicks inquired about the next workshop.

Assistant City Manager Raymond responded the next workshop is on Saturday, December 4, 2021, at 10:00 A.M. to be held at the Carson Community Center.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the workshop dates are listed on the agenda report.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked which public workshops will the demographer be represented. Assistant City Manager Raymond responded there is one workshop per district where Andrew Westall will be present and the others would be himself attending the workshops.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to include the list of workshop dates at the next agenda. Assistant City Manager Raymond responded in the affirmative which there is a workshop per district.

Andrew Westall noted his availability and staff will provide the flyer with the workshop dates.

Item No. 30. 2021-884 **CONTINUED PUBLIC HEARING FOR CONSIDERATION OF ORDINANCE NO. 21-2120, AMENDING THE CARSON ZONING ORDINANCE REGARDING PERMITTED USES IN THE INDUSTRIAL ZONES FOR REGULATED AND**

NONREGULATED SUBSTANCES AND HAZARDOUS MATERIALS, AND REGARDING NONCONFORMITIES FOR USE OF REGULATED SUBSTANCES (CITY COUNCIL)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 9:32 P.M.

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

Director Naaseh gave a report and requested to continue this item off calendar and will readvertise the Public Hearing.

(Council Member/Agency Member/Authority Board Member Hilton exited the meeting at 9:33 P.M.)

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing at 9:33 P.M.

Recommendation:
1. OPEN the public hearing, and
2. TAKE public testimony, and
3. CLOSE the public hearing, and
4. CONTINUE the public hearing off calendar and re-notice the hearing for a future date.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed the Public Hearing at the request of staff who will re-notice the Public Hearing for a future date with no objection heard.

DISCUSSION: (Items 31 to 34)

Item No. 31. 2021-775 **FISCAL YEAR 2021-2022 FIRST QUARTER FINANCIAL REPORT (CITY COUNCIL)**

Director Rahmani gave a report.

(Council Member/Agency Member/Authority Board Member Hilton reentered the meeting at 9:35 P.M.)

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested information about the innovative progressive program to help the existing businesses to stay in business, consider supporting some type of new small business assistance program; and assist Carson-based businesses (mom and pop businesses). He would like to meet with City Manager and staff.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the Economic Development Ad Hoc Committee consisting of herself and Council Member Hicks already discussed the idea on how to save the small businesses and asked to hire an Economic Development Consultant to assist as requested by Mayor Pro Tem Dear. She inquired about the request for proposal

(RFP).

City Manager Landers noted the RFP is already advertised and received six robust bids. Assistant City Manager Raymond will provide information with the assistance of the Economic Development Consultant and bring a recommendation to the City Council.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested an update on the small business grants and loans.

City Manager Landers noted the small business grants and loans information is in the report of the COVID-19 update of Item No. 33 on this agenda. Director Rahmani noted the last section of the agenda report briefly mentions the American Rescue Plan Act Fund and the purpose of the money.

Council Member/Agency Member/Authority Board Member Hicks referred to the E-Commerce mentioned by Director Rahmani. He referred to the Mid-Year Budget review namely items on the shelf that will be ready such as road repairs, potholes, street work, trees in place, economic forecast, and prepare for the Super Bowl.

Director Rahmani mentioned President Joe Biden signed the $1.2 Trillion Infrastructure Bill. Most cities include the City to start forming a policy and planning team to have a relevant proposal to compete for the money to bring to the City. The Executive Team is working on a plan for next year and will make sure to tap in the $1.2 Trillion Infrastructure.

City Manager Landers stated there is focus in the President's bill on infrastructure related to regional infrastructure that is assisting the ports and will be looking for some of the money.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about Measure M and Oil Tax if reflected in the surplus.

Director Rahmani referred to Measure C Oil Business Tax for the City Attorney to address.

City Manager Landers noted Closed Session item on December 7, 2021 meeting to discuss the oil tax.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked how much receiving from the oil tax. Director Rahmani responded the actual revenue from the Oil Tax averages $4 million to $4.2 million annually.

City Manager Landers stated she will come back with a report on the audits on December 7, 2021, assisted by the City Attorney. City Attorney Soltani responded in the affirmative.

Director Rahmani stated when Measure C was on the ballot based on MRS consulting forecast about $24 million which did not materialize resulted in the audit and want to understand the taxpayers understanding of the ordinance and resolution which was a great idea. City Attorney stated to not focus on one taxpayer and look at all of them; have enough data that shows that can have conversation that can discuss the deviation between what the forecast was and what the actuals are. His forecast in the budget is still based on actuals. If changes then will put City's net position in a better position.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear mentioned Utility Tax that is going to expire and need to work on a coalition for that.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted she and Council Member Hilton are on the committee and had a meeting with key players.

City Manager Landers reminded the Mayor and City Council the next step to do survey similar to what was done before the sales tax measure for better information to give staff direction. Director Rahmani is working on the RFP.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated once the survey comes back in she and Council Member Hilton will be meeting with the team again to make a recommendation to the City Council.

Director Rahmani thanked his staff and introduced Ralston Turner, Senior Budget Analyst, who gave his background and offered comments.

City Manager Landers offered comments about Senior Budget Analyst Ralston Turner.

Recommendation: Receive and File the First Quarter Fiscal Year 2021-2022 Report.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item Received and Filed with no objection heard.

Item No. 32. 2021-870 **CONSIDER AN UPDATE TO THE CITY HOMELESS PLAN (CITY COUNCIL)**

Assistant City Manager Roberts gave a PowerPoint presentation on the City Homeless Plan Update. He thanked staff Mike Whittiker, Jr., Dani Cook, Dara Sandoval, Amanda Valorosi for all their efforts with the Carson's Homeless Resource Fair.

Council Member/Agency Member/Authority Board Member Hicks inquired about the process to assist a homeless person. Assistant City Manager Roberts responded to Council Member Hicks.

City Manager Landers offered additional comments regarding the city homeless plan.

Recommendation: DISCUSS and PROVIDE direction.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item Received and Filed with no objection heard.

Item No. 33. 2021-871 **COVID-19 UPDATE (CITY COUNCIL)**

Recommendation: 1. DISCUSS and PROVIDE any direction.

ACTION: Presentation and discussion was held as follows:

Assistant City Manager Roberts gave a PowerPoint presentation on Trends of COVID-19.

(Council Member/Agency Member/Authority Board Member Hicks exited the meeting at 10:19 P.M.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the Federal funds for businesses and small businesses. Assistant City Manager Roberts responded the information is in the COVID-19 update report.

City Manager Landers referred to Page 4 of the staff report of the Small Business Programs.

Assistant City Manager Roberts noted Vaccination and Booster Clinics information is also noted in the staff report.

(Council Member/Agency Member/Authority Board Member Hicks reentered the meeting at 10:23 P.M.)

Discussion ensued regarding vaccination administered to children.

City/Agency/Authority Attorney Soltani stated she can work with staff on appropriate waiver forms.

It was moved to keep the City Council meeting operating after 11:00 P.M., if necessary, to complete the agenda on motion of Dear and Davis-Holmes concurring with no objection heard.

Item No. 34. 2021-875 **CONSIDERATION OF LOCAL APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES AND BOARDS; AND/OR CITY COUNCIL SUB-COMMITTEES; AND/OR CITY-AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. CONSIDER and APPOINT, REAPPOINT or REMOVE members to the Commissions, Committees and Boards; and/or
2. REAFFIRM, RE-DESIGNATE and/or DESIGNATE member assignments to the City Council Sub-Committees; and/or
3. REAFFIRM, RE-DESIGNATE and/or DESIGNATE delegates and alternates to the City-Affiliated Organizations; and
4. DIRECT the City Clerk to notify all affected appointments, reappointments or removed members and/or all affected City-Affiliated Organizations 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:

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Rick Pulido, her uncontested appointment, from the Environmental Commission. She appointed Celia Villalpando as Alternate 2 to the Environmental Commission.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to place an asterisk next to the names of the uncontested appointments by the Mayor and Council Members who do not require a ratification vote and to add to the next staff report.

Council Member/Agency Member/Authority Board Member Hilton inquired about his previous request regarding his appointee who is an employee on the Senior Citizens Advisory Commission.

City Manager Landers confirmed there is no conflict of Council Member/Agency Member/Authority Board Member Hilton's appointee Frankie Stewart on the Senior Citizens Advisory Commission if the employee is part time.

It was moved to ratify the Mayor's appointment of Celia Villalpando as Alternate 2 on the Environmental Commission on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes:	Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes:	None
Abstain:	None
Absent:	None

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear noted Rick Pulido is the Chair of the Environmental Commission.

ORDINANCE SECOND READING: (Item 35)

Item No. 35. 2021-836 **APPROVE THE SECOND READING TO ADOPT ORDINANCE NO. 21-2121, ADDING CHAPTER 11 TO ARTICLE V OF THE CARSON MUNICIPAL CODE TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL 1383 FOR FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING**

Recommendation: CONDUCT a Second Reading by Title Only and with further reading waived, and ADOPT "Ordinance No. 21-2121: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 11 TO ARTICLE V (COMMENCING WITH SECTION 51101 ET SEQ.) OF THE CARSON MUNICIPAL CODE, ENTITLED 'SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION,' TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL

QUALITY ACT." (Exhibit 1)

ACTION: It was moved to waive further reading and adopt Ordinance No. 21-2121, as read by title only, on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

MEMORIAL ADJOURNMENTS

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

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago presented the following Memorial Adjournment Requests:

Rev. James Stewart McKnight
Mable Cleary Farrington
Bo Warren
Monica Figueroa

City Manager Landers requested to add Frank Benson to the Memorial Adjournment Requests.

City Manager Landers announced the County Department of Public Works lost their first worker to COVID-19, who was 54 years old, and requested to add him to the memorial adjournments. She will provide the name.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the Homegoing Celebration of Gil Smith's son, on Friday, November 19, 2024, at 11:00 A.M. Mayor/Agency Chairman/Authority Chairman Davis-Holmes to provide information to the City Manager.

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

This item was heard after Item No. 35.

<u>Kim Cortado - Parks and Recreation Commissioner</u>

- Basketball registration through December 4; 2021; can register online through ActiveNet on the City website
- Turkey Grab and Go hosted by Mayor, November 2021 at 10:00 A.M. at the Carson Event Center parking lot; must be a Carson resident and show proof of residency
- Turkey Thanksgiving Grab and Go hosted by Council Member Hicks, November 2021 from 10:00 A.M. to 12:00 P.M. at Triedstone Missionary Baptist Church, located at 1249

E. Carson Street, Carson; must be a Carson resident; one meal box per vehicle
- Country Western Fair, November 20, 2024, from 2:00 P.M. to 7:00 P.M. at Dominguez Park
- Requested Council Member Hilton to convey congratulations to Ms. President Hilton

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

This item was heard after Memorial Adjournments.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested the following items to a future agenda:

- Process and the ordinance come to fruition of the mobilehome park zoning ordinance
- Ordinance to eliminate the amendment known as the dictator amendment that requires a super majority of the City Council to place an item on the agenda in the two-step process

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted the ordinance for the mobilehome park was included in the City Charter and asked City/Agency/Authority Attorney Soltani to elaborate.

City/Agency/Authority Attorney Soltani stated the City Council and the City Charter put provisions which states that the City should adopt mobilehome park zones. There was directive to staff to start working on the zones. At that time, the staff report to the City Council noted that it would be done in conjunction with the General Plan amendment. After Mayor Pro Tem Dear came on the City Council, he asked about it and staff stated they would be working on it in conjunction with the General Plan. Getting close to bringing the General Plan to the City Council. The overlay zone has been vetted and the direction is to have the entire City to have an overlay zone so all the mobilehome parks can be protected which will go to the Planning Commission with other zone changes. She will do a briefing for the City Council before the Planning Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that she, City Attorney, City Manager, and Director Naaseh have been meeting on this.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated it is two years overdue and requested to do as soon as possible.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated to staff will bring back when ready.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks conveyed message from Jeannette Gonzales with GBros Promotional Products and Services, to the Mayor and City Council how grateful and happy she was to be selected to be honored as a small business in the City. She was upset that the technology did not work for her at the last City Council meeting to be conveyed.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear announced/reported the

following:

- Thanksgiving Turkey Giveaway Drive-Thru, on Saturday, November 20, 2021, from 11:00 A.M. to 1:00 P.M. at the new supermarket in South Carson across the street from the Scottsdale neighborhood together with Council Member-Elect Arleen Rojas; the criteria is a person representing a family in need
- El Fresco Supermarket one year anniversary, December 2, 2021
- Los Angeles Regional Food Bank dry goods food giveaway
- Goodie bag from the Port of Long Beach, Los Angeles
- Drive-thru events handling all COVID-19 pandemic protocols will be in place; criteria is a person representing a family in need

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Manager on the status of the new market representative to be recognized at a City Council meeting.

City Manager Landers stated staff reached out to the representative of the market and asked if they could come to a meeting at the beginning of the year since they will not open until April.

Mayor and City Council wished everyone a Happy Thanksgiving.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT
The meeting was adjourned at 10:49 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
DECEMBER 7, 2021
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:02 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:
Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Joy Simarago noted the roll:

Council Members/Agency Members/Authority Board Members Present:
Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Jawane Hilton, Council Member/Agency Member/Authority Board Member Cedric Hicks, and Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:
Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Jim Dear (Entered at 5:08 P.M.

Also Present:
Monica Cooper, City/Agency/Authority Treasurer; Sharon Landers, City Manager; Sunny Soltani, City/Agency/Authority Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; Saied Naaseh, Director of Community Development; Faye Moseley, Director of Human Resources and Risk Management; Tarik Rahmani, Director of Finance; Robert Lennox, Director of Community Services; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2021-933 BISHOP NELSON, FIRST LUTHERAN CHURCH OF CARSON

Bishop Nelson announced the 80th anniversary of the bombing of Pearl Harbor. He gave the invocation.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear entered the meeting at 5:08 P.M.)

CLOSED SESSION (Items 2 - 5)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

This item was heard after Item No. 32.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes congratulated Council Member Arleen Rojas on her election.

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

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear exited the meeting at 5:11 P.M.)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

RECESS:
The meeting was recessed at 5:18 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 5:37 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present except Dear absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2021-904 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

Recommendation: 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 case.

ACTION: At 6:46 P.M., City/Agency/Authority Attorney Soltani reported as a result of some discussions with the County there has been a Reimbursement Agreement that has been under discussion with the City. The City Council unanimously authorized the City to enter into that Reimbursement Agreement where the County reimburses the City for all of its costs associated with the Relocation Program. In addition, the County is now allowing cities technical staff members to be privy to technical meetings and the County will be providing the City with

information regarding water testing issues and other environmental data that the City has been asking for.

Item No. 3. 2021-926 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: At 6:46 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 4. 2021-946 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The titles of such litigation 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 and CAM-Carson, LLC v. City of Carson and Successor Agency to the Carson Redevelopment Agency, Second District Court of Appeal Case No. B312729.

ACTION: At 6:46 P.M., City/Agency/Authority Attorney Soltani reported there was no reportable action taken.

Item No. 5. 2021-863 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: A closed session will be held, pursuant to Government Code Section 54957.6, with Sharon Landers, City Manager and Faye Moseley, Director of Human Resources & Risk Management of City, its negotiators, regarding labor negotiations with AME, CPSA affiliated with SEIU Local 721, AFSCME 1017 and AFSCME Local 809.

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 6. 2021-861 LEGISLATIVE UPDATE FROM SENATOR STEVEN BRADFORD

Senator Steven Bradford gave a legislative update.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear reentered the meeting at 5:38 P.M.)

Senator Bradford commended the newly elected official Arleen Rojas. He stated he represents the 35tth Senate District in which Carson is a part of. He highlighted the following seven measures the Governor signed:

Senate Bill (SB) 2 - Kenneth Ross Jr. Police Decertification Act (Ross was a young African American man who was shot and killed in 2018 by the Gardena Police Department by simply running away from the police.) This bill allows us to decertify police officers (removing rogue officers).

SB 796 - Bruce's Beach Bill (couple purchased property in 1912 for $1,200 and created a bath house, lodge, and cafe and day it opened until city took property away it was a thriving success; afforded African Americans who were denied beach access and recreational opportunities)

SB 655 – Insurance Diversity Bill

SB 26 - Fair Pay to Play Act 2.0

SB 586 - Criminal administrative fees

Budget: Secured $140 million for the district; $60 million for CSUDH, $50 million for Charles Drew University School of Medicine and Science, $10 million for Martin Luther King Hospital, $3 million for Sheryl Community Center for Boys and Girls Community Center in Wilmington

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested how much was secured for Carson.

Senator Bradford responded $60 million was secured for CSUDH and City must place their request for the City.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear thanked Senator Bradford for representing the City well. He offered comments regarding the Bruce Beach legislation and requested he consider projects in Carson.

Mayor and City Council commended Senator Bradford for a great job in Sacramento.

SWEARING-IN CEREMONY

Senator Bradford administered the oath to City Clerk-Elect Myla Rahman.

City Clerk Myla Rahman offered comments and words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes welcomed City Clerk Myla Rahman to the City of Carson on behalf of the City.

PRESENTATIONS

Item No. 7. 2021-919 UPDATE ON DOMINGUEZ CHANNEL ODOR INCIDENT

Item No. 7 was heard after Item No. 31 at 6:57 P.M.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked everyone for joining the meeting and gave a background report. She introduced Russ Bryden from the County of Los Angeles Department of Public Works.

Russ Bryden thanked the Mayor, City Council, and the City for their collaboration and trust over the past two months as we work to manage the impacts of the incident together. He acknowledged partner agencies, the County Departments of Public Health, Fire, the Office of Emergency Management and the South Coast Air Quality Management District. He gave an operational update on the Dominguez Channel incident. He spoke about the Reimbursement Assistance Program which will end on December 10, 2021 and asked residents to provide their reimbursement requests by December 16, 2021 at 11:59 P.M. The Victoria Community Regional Park to remain open until December 10, 2021, at 7:00 P.M. for assistance and air purifiers. Call 211 for assistance and information. He spoke about recovery long term restoration to be a collaborative effort. He introduced members of his team.

Council Member/Agency Member/Authority Board Member Hilton requested the County to consider extending the time for those to gather receipts.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated his interest in the long term revitalization of a healthy habitat starting with at least as far north as the Gardena Willows which is a wetlands that is being restored in the process in the City of Gardena and City of Los Angeles; hoping to work with the City, County and other entities who can seek funding from federal sources, state sources, foundations, etc. to make this a major project to make a healthy habitat. He encouraged the County to approach it from the direction starting with the Gardena Willows; make it a complete project from national fresh water marsh land to the ocean. He would like to make it happen securing funds or getting attention from the right people. The City and County will make good partners in cooperating to make a healthy habitat.

Russ Bryden acknowledged Council Member Dear's comments.

Council Member Hicks thanked Russ Bryden for his report. He stated he concurs with his colleague to request an extension for individuals turning in paperwork until the first of the year. In addition, there are still some residents complaining of odor in certain areas of the city. How are we going to address those who are still having concerns along the channel especially at the corner of Chico Street and 213th Street (District 3)? What can the County do to assure the residents are still being adhered to because of concerns from the residents?

Russ Bryden responded the best thing to do is Call 211 (County's information line) and report experiencing the smell and will dispatch teams immediately. The estuary itself does not appear to be producing hydrogen sulfide at all and probably a lingering pocket.

Russ Bryden suggested also calling the AQMD smog line.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear announced he served his colleagues with a notice of an order for a Special Meeting on Thursday, December 9, 2021, at 5:00 P.M. in the Helen Kawagoe Council Chambers.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to add Item No. 24 (Tree Maintenance Services) to the Special Meeting agenda, with no objection heard.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Ana Meni
Point of information clarification regarding time limit as to why being reduced to two minutes considering there is not an excessive amount of people who wish to speak under Oral Communications and the meeting is to end by 11:00 P.M. She heard a remark that the Mayor and City Council are to leave the meeting by 7:30 P.M. which is not grounds to end Oral Communications.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes allowed Ana Meni to speak for three minutes.

City/Agency/Authority Attorney Soltani stated for the record that the Presiding Officer (Mayor) has full discretion regarding the amount of time but the Mayor allowed three minutes for Ana Meni to speak and that is fine.

Ana Meni – Items No. 7, 30, and 32
Stated there are issues regarding the Reimbursement Program; why is the city not pursuing advocating for the residents the per diem is $66 that the County is putting; the Director of Finance did not identify that it should be $74 per person per day; the City has not been looking in to it and went to Assemblyman Mike Gipson who is looking into it and need to bring to the City Council's attention; the County is short-changing the city; lack of outreach; the information regarding those placed in hotel who do not know that they can put in per diem which is separate from the hotel reimbursement; residents asked for financial assistance with electricity and bills because the city has not expanded their assistance program in regards to this and they are asking for that because they did as a City and the County asked which is run your AC 24/7, run your air purifiers 24/7 with no assistance; the environmental AQMD reading was over 13,000 pbv, therefore, stop saying 7,000; no mention of notice of violation the AQMD served which is not recognized in the agenda; disheartened and disgusted with how the City Manager has been handling everything and is it because they are more focused on the article from 2 Urban Girls about corruption continues in Carson where the current Director of Human Resources had an embezzlement issue; we need the City Council to be our advocate and we are not getting that and it bothers her that the city has known about this for quite some time and yet she is still in the payroll working

APPROVAL OF MINUTES:

Item No. 8. 2021-930 APPROVAL OF THE APRIL 6, 2021 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES

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

Recommendation: Approve the minutes as listed.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: Council Member/Agency Member/Authority Board Member Rojas
Absent: None

CONSENT: (Items 9 - 30)

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

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear requested to remove Item No. 24 for discussion at the Special Meeting on December 9, 2021, with no objection heard.

It was moved to approve the Consent items on motion of Davis-Holmes, seconded by Hilton.

City Manager Landers noted the updated staff report and resolutions. The joint power authority getting the insurance from had asked us to make some change in their resolution to make a clarification. It does not change the substance of Item No. 23.

The motion to approve Consent Items No. 9 to 30, except Item No. 24, was unanimously approved by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 9. 2021-940 Resolution No. 21-173, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,442,961.24, DEMAND CHECK NUMBERS 160412 THROUGH 160705

ACTION: Item No. 9 was approved on Consent.

Item No. 10. 2021-917 CONSIDER AN UPDATE ON CITY AD HOC COMMITTEES AND CONSIDER ELIMINATING CERTAIN AD HOC COMMITTEES (CITY COUNCIL)

Recommendation: 1. ELIMINATE by minute order the Commissions, Committees,

and Boards Consolidation Ad Hoc Committee.
2. ELIMINATE by minute order the City Clerk Vacancy Ad Hoc Committee.
3. ELIMINATE by minute order the Hero Pay Ad Hoc Committee.
4. RECEIVE and FILE the informational updates provided in this report.

ACTION: Item No. 10 was approved on Consent.

Item No. 11. 2021-897 CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

Recommendation: RECEIVE and FILE this report.

ACTION: Item No.11 was approved on Consent.

Item No. 12. 2021-900 CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

Recommendation: 1. RECEIVE and FILE this report.

ACTION: Item No. 12 was approved on Consent.

Item No. 13. 2021-927 CONSIDER RESOLUTION NO. 21-176 IN HONOR OF THE 125TH ANNIVERSARY OF THE MARTYRDOM OF DR. JOSE P. RIZAL (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-176 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN HONOR OF THE 125TH ANNIVERSARY OF THE MARTYRDOM OF DR. JOSE P. RIZAL"

ACTION: Item No. 13 was approved on Consent.

Item No. 14. 2021-871 COVID-19 UPDATE (CITY COUNCIL)

Recommendation: 1. RECEIVE and FILE.

ACTION: Item No. 14 was approved on Consent.

Item No. 15. 2021-920 CONSIDER CANCELING THE DECEMBER 21, 2021, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

Recommendation: 1. APPROVE canceling the December 21, 2021, Regular City Council Meeting by minute order.

ACTION: Item No. 15 was approved on Consent.

Item No. 16. 2021-814 CONSIDER AWARDING A CONTRACT TO AMERICAN SOCCER COMPANY INC., NEXGEN SALES, AND PROTIME SPORTS FOR ON-CALL PURCHASE OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)

Recommendation:

1. WAIVE any irregularities in the proposals received, pursuant to CMC 2611(b)(4); and
2. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to AMERICAN SOCCER COMPANY INC., dba Score Sports, for the provision of youth sports uniforms, at a not-to-exceed contract sum of $600,000.00 for the initial three-year contract term (Exhibit No. 7; the "ASC Contract"); and
3. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to NEXGEN SALES for the provision of youth sports uniforms, at a not-to-exceed contract sum of $450,000.00 for the initial three-year contract term (Exhibit No. 8; the "NexGen Contract"); and
4. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to PROTIME SPORTS, INC. for the provision of youth sports uniforms, at a not-to-exceed contract sum of $500,000.00 for the initial three-year contract term (Exhibit No. 9; the "ProTime Sports Contract"); and
5. AUTHORIZE the Mayor to execute the ASC Contract, the NexGen Contract, and the ProTime Sports contract, following approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2021-815 CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO BOB AUERBACH PHOTOGRAPHY FOR ON-CALL YOUTH SPORTS PHOTOGRAPHY SERVICES (CITY COUNCIL

Recommendation:

1. WAIVE any irregularities in the proposal received, pursuant to CMC 2611(b)(4); and
2. AWARD and APPROVE a three-year on-call contract services agreement, with two (2) one-year extensions at the City's discretion, to BOB AUERBACH PHOTOGRAPHY for the provision of youth sports photography services, at a not-to-exceed contract sum of $141,000.00 for the initial three-year contract term (Exhibit No. 4; the "Agreement"); and
3. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2021-918 **CONSIDER APPROVAL OF AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION (C-18-036) FOR LANDSCAPE MEDIAN MAINTENANCE SERVICES (CITY COUNCIL)**

Recommendation: Take the following actions:
1. APPROVE the proposed Amendment No. 3 to the agreement with Swayzer Corporation landscape services through December 31st, 2022 and increase the contract amount by $265,800 for a total amended not-to-exceed amount of $1,600,204.00.
2. AUTHORIZE the Mayor to execute the same following approval as to form by the City Attorney; and

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2021-901 **CONSIDER APPROVING CONTRACT AMENDMENT NO. 4 TO CHOURA VENUE SERVICES TO PROVIDE EXCLUSIVE CATERING SERVICES AT THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

Recommendation: 1. APPROVE the proposed "Amendment No. 4 to Contract Services Agreement to Provide Exclusive Catering Services at the Congresswoman Juanita Millender-McDonald Community Center at Carson" between the City and Choura Venue Services (Exhibit No. 4; "Amendment No. 4"); AND
2. AUTHORIZE the Mayor to execute Amendment No. 4 after approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2021-903 **CONSIDER APPROVAL OF FORMS, AGREEMENTS, AND A RESOLUTION ALLOWING THE CITY OF CARSON TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS (CITY COUNCIL)**

Recommendation: 1. APPROVE Settlement Participation Form for the City's participation in the National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; and
2. APPROVE Settlement Participation Form for the City's participation in the National Opioid Settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.; and
3. APPROVE the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement; and
4. APPROVE the California State-Subdivision Agreement

Regarding Distribution and Use of Settlement Funds – Janssen Settlement; and

5. WAIVE further reading and ADOPT Resolution authorizing the City Manager to execute the documents identified in Recommendation Nos. 1 through 4; and

6. AUTHORIZE the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendation Nos. 1 through 4 (as necessary and applicable).

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2021-911 CONSIDER APPROVAL TO AMEND BLANKET PURCHASE ORDERS FOR ROBERTSON'S READY MIX, LTD., AND ROADLINE PRODUCTS, INC.

Recommendation: TAKE the following actions:

1. AUTHORIZE the Purchasing Division to amend PO #22200095 for Robertson's Ready Mix, Ltd. not to exceed $95,000.00 as defined by Purchasing Ordinance 17-1609, Section 2611 (e).

2. AUTHORIZE the Purchasing Division to amend PO #22200309 for Roadline Products, Inc. not to exceed $96,995.00.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2021-912 CONSIDER APPROVAL OF A PURCHASE ORDER TO PB LOADER CORPORATION, FRESNO, CA, FOR THE PURCHASE OF ONE NEW 2023 FREIGHTLINER 114SD ISX12G ENGINE, DUAL SADDLE CNG FUEL, AND TUB-STYLE DUMP BODY IN THE AMOUNT OF $289,663.73 AND CONSIDER RESOLUTION NO. 21-174 AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE GENERAL FUND

Recommendation: TAKE the following actions:

1. WAIVE the bidding requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code Section 2611(e) (sole source purchasing);

2. AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing as allowed by Section 2611 (g) and issue a purchase order in the amount of $289,663.73 for one new 2023 Freightliner 114SD ISX12G Engine, Dual Saddle CNG Fuel, and Tub-Style Dump Body;

3. ADOPT Resolution No. 21-174 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE GENERAL FUND."

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2021-881 **CONSIDER: (1) APPROVAL OF PURCHASE OF TRANSIT LIABILITY INSURANCE FROM CALTIP; (2) ADOPTION OF A RESOLUTION AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICE DIVISION PROPOSITION A FUND FOR THE PURCHASE OF TRANSIT INSURANCE; AND (3) ADOPTION OF A RESOLUTION AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICES DIVISION PROPOSITION C FUND TO ALLOCATE FUNDS THAT WERE NOT INCLUDED DURING THE PREPARATION OF THE PROPOSED FISCAL YEAR 2021-22 BUDGET (CITY COUNCIL)**

Recommendation: TAKE the following actions:

1. APPROVE the purchase of transit liability insurance from CalTIP with a limit of $25,000,000 and self-insured retention (deductible) of $250,000, at an annual premium of $112,931. The initial premium will be prorated for the remaining term of CalTIP's policy period through April 30, 2022 (Exhibit No. 1, p. 11) (the "Insurance Coverage"); and
2. APPROVE the CalTIP joint powers agreement (Exhibit No. 1, pp. 1-10); and AUTHORIZE the City Manager to execute same and any related documents as necessary to bind the Insurance Coverage, following approval as to form by the City Attorney; and
3. WAIVE further reading and ADOPT Resolution No. 21-155, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICE DIVISION PROPOSITION A FUND FOR THE PURCHASE OF TRANSIT INSURANCE" (Exhibit No. 2); and
4. WAIVE further reading and ADOPT Resolution No. 21-162, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2021-22 BUDGET IN THE TRANSPORTATION SERVICES DIVISION PROPOSITION C FUND TO ALLOCATE FUNDS THAT WERE NOT INCLUDED DURING THE PREPARATION OF THE PROPOSED FISCAL YEAR 2021-22 BUDGET" (Exhibit No. 3).

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2021-915 **CONSIDER AWARDING A CONTRACT TO GREAT SCOTT TREE SERVICES INC. TO PROVIDE TREE MAINTENANCE SERVICES FOR THE PERIOD OF THREE YEARS**

Recommendation: TAKE the following actions:

1. AWARD a three-year contract to Great Scott Tree Services, Inc. in the amount of $2,500,615.00 to provide tree planting and maintenances services with two additional one-year extensions at the City's sole discretion; AND
2. AUTHORIZE the Mayor to execute the contract after approval

as to form by the City Attorney and REQUIRE any exercise of the optional extension to be presented to the City Council for approval.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to the City Council Special Meeting on December 9, 2021, at 5:00 P.M. with no objection heard.

Item No. 25. 2021-916 CONSIDER APPROVAL OF THE OPERATION AND MAINTENANCE SUPPORT AGREEMENT WITH THE LOS ANGELES COUNTY SANITATION DISTRICT NO. 2, TO SUPPORT THE CITY IN REQUIRED MANAGEMENT AND INITIAL STARTUP FOR PROJECT 1515-CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK AND CONSIDER RESOLUTION NO. 21-160 AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000

Recommendation: TAKE the following actions:

1. APPROVE the Operations and Maintenance Support Agreement with the County Sanitation District No. 2 of Los Angeles County, to support the City in the required management and initial startup for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park for a negotiated fee of not-to-exceed $250,000.00.
2. APPROVE Resolution No. 21-160, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF $250,000."
3. AUTHORIZE the Mayor to execute the Agreement and the Resolution, following approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2021-922 CONSIDERATION OF RESOLUTION NO. 21-163, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATION FOR EQUIPMENT SERVICE WORKER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-163, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING REVISED JOB CLASSIFICATION SPECIFICATION FOR EQUIPMENT SERVICE WORKER."

ACTION: Item No. 26 was approved on Consent.

Item No. 27. 2021-923 CONSIDERATION OF RESOLUTION NO. 21-164, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY

ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SERVICES MANAGER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-164, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING AMENDED JOB CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SERVICES MANAGER."

ACTION: Item No. 27 was approved on Consent.

Item No. 28. 2021-924 CONSIDERATION OF RESOLUTION 21-165, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION FOR SUSTAINABILITY ADMINISTRATOR NON-POTABLE WATER AND A TITLE CHANGE TO STORMWATER ENGINEER (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-165, "A RESOLUTION OF THE CIITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A REVISED JOB CLASSIFICATION SPECIFICATION FOR SUSTAINABILITY ADMINISTRATOR NON-POTABLE WATER AND A TITLE CHANGE TO STORMWATER ENGINEER."

ACTION: Item No. 28 was approved on Consent.

Item No. 29. 2021-913 CONSIDER ADOPTING A RESOLUTION RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(E) FOR A CONTINUED 30-DAY PERIOD (CITY COUNCIL, SUCCESSOR AGENCY, HOUSING AUTHORITY)

Recommendation: ADOPT Resolution No. 21-167, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE CARSON HOUSING AUTHORITY BOARD, AND THE CARSON SUCCESSOR AGENCY BOARD, MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY TO BE CONDUCTED VIA REMOTE TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) FOR A CONTINUED 30-DAY PERIOD." (Exhibit No. 1)"

ACTION: Item No. 29 was approved on Consent.

Item No. 30. 2021-914 CONSIDER ADOPTING A RESOLUTION CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY RELATED TO THE DOMINGUEZ CHANNEL ODOR (CITY COUNCIL)

Recommendation: ADOPT Resolution No. 21-168, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CONTINUING IN EFFECT THE PROCLAIMED LOCAL EMERGENCY PURSUANT TO RESOLUTION NO. 21-147 RELATED TO THE DOMINGUEZ CHANNEL ODOR (Exhibit No. 1)."

ACTION: Item No. 30 was approved on Consent.

SPECIAL ORDERS OF THE DAY: (Item 31)

Item No. 31. 2021-873 PUBLIC HEARING TO CONSIDER APPROVING RESOLUTION NO. 21-153 OF THE CITY OF CARSON, CALIFORNIA AUTHORIZING THE APPLICATION AND ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

Item No. 31 was heard after the second Closed Session Report at 6:49 P.M.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the item.

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

City Manager Landers presented the item.

Director Naaseh gave a report.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear stated staff did a good job with the report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open at 6:56 P.M.

Upon inquiry, Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago confirmed there were no public comments.

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

Recommendation: 1. OPEN the public hearing, TAKE public testimony, and CLOSE

the public hearing, and

2. WAIVE further reading and ADOPT Resolution No. 21-153, "AUTHORIZING FILING THE APPLICATION AND ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM".

3. AUTHORIZE the City Manager to execute all necessary documents for the program including the grant agreement as approved to form by the City Attorney.

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

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

DISCUSSION: (Item 32)

Item No. 32. 2021-932 CONSIDER ADOPTING RESOLUTION NO. 21-170; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 2, 2021, THE RESULTS FOR CONTEST OF MEMBER OF CITY COUNCIL DISTRICT NO. 4 AND CITY CLERK, AND CONDUCTING THE OFFICIAL SWEARING-IN PROCESS ASSOCIATED WITH THE ELECTION

Item No. 32 was heard after Item No. 1

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear asked if anyone remarked about today being Pearl Harbor Day. Mayor/Agency Chairman/Authority Chairman Davis-Holmes confirmed the announcement of Pearl Harbor Day by Bishop Nelson earlier in the meeting.

City Manager Landers gave a report.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-170, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 2, 2021, THE RESULTS FOR CONTEST OF MEMBER OF THE CITY COUNCIL DISTRICT NO. 4 AND CITY CLERK"

ACTION: It was moved to approve staff recommendation on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, and Council Member/Agency Member/Authority Board Member Hicks
Noes: None
Abstain: None
Absent: None

SWEARING-IN CEREMONY

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago administered the oath to Council Member-Elect Arleen Rojas.

Council Member-Elect Arleen Rojas offered comments and words of gratitude.

ORDINANCE SECOND READING – None.

MEMORIAL ADJOURNMENTS

This item was heard after Item No. 8.

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago presented the following Memorial Adjournment Requests:

Josephine Johnson
Marjoe Sipin Alegre
Elisa McGhee

Council Member/Agency Member/Authority Board Member Hicks requested to add Mary Winston to the Memorial Adjournment Requests.

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

This item was heard after Oral Communications (Council Members).

<u>Kim Cortado – Parks, Recreation and Cultural Arts Commissioner</u>
Announced/reported the following:

- Winterfest, Saturday, December 11, 2021; from 3:00 P.M. to 7:00 P.M. at the Carson Community Center; register at Activenet
- Staff did an excellent job at the Tree Lighting event held on December 1, 2021
- Taking registration for the Basketball season on Activenet

(Council Member/Agency Member/Authority Board Member Hilton exited the meeting at 7:28 P.M.)

- Wished everyone Happy Holidays and Merry Christmas
- Wished everyone Good Night

William Koons
Spoke about the Dominguez Channel's future, benefits, and solution

(Council Member/Agency Member/Authority Board Member Hilton reentered the meeting at 7:29 P.M.)

Paz Velasquez
Announced/reported the following:
- Requested the Community Civic Engagement Board be reactivated
- Congratulated Council Member Arleen Rojas on her election
- Requested approval of Resolution No. 21-176 recognizing December 30th as Dr. Jose Rizal a national holiday in the Philippines as a National Heroes Day

Mayor Davis-Holmes and Mayor Pro Tem Dear noted Resolution No. 21-176 was approved on the Consent calendar.

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

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

This item was heard after Memorial Adjournments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes wished everyone Happy Holidays and Merry Christmas.

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced there will be a Special Meeting of the City Council to be held on Thursday, December 9, 2021, at 5:00 P.M.

Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear wished everyone Good Night and Happy Holidays.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)
City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS TO CLOSED SESSION

This item was heard after Senator Steve Bradford administered the Oath to City Clerk-Elect Myla Rahman.

The meeting was recessed at 5:59 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Unfinished Closed Session.

RECONVENE TO OPEN SESSION
The meeting was reconvened at 6:46 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Closed Session Item No. 2

As a result of discussions with the County there has been a Reimbursement Agreement that's been under discussion with the City. The City Council unanimously authorized the City to enter into that Reimbursement Agreement where the County reimburses the City for all of its costs associated with the Relocation Program. In addition, the County has now allowing cities technical staff members to be privy to technical meetings and the County will be providing the City with information regarding water testing issues and other environmental data that the City has been asking for.

Closed Session Item No. 3

No reportable action was taken.

Closed Session Item No. 4

No reportable action was taken.

ADJOURNMENT
The meeting was adjourned at 7:34 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ATTEST:

_____
Joy Simarago
Deputy City Clerk/Deputy Agency Secretary/
Deputy Authority Secretary

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
DECEMBER 9, 2021
5:00 P.M.

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

ROLL CALL:
Deputy City Clerk Joy Simarago noted the roll:

Council Members Present:
Mayor Lula Davis-Holmes, Mayor Pro Tem Jim Dear, Council Member Jawane Hilton, Council Member Cedric Hicks, and Council Member Arleen Rojas

Also Present:
Monica Cooper, City Treasurer; Sunny Soltani, City Attorney; David Roberts, Assistant City Manager; John Raymond, Assistant City Manager; and Eliza Jane Whitman, Director of Public Works

FLAG SALUTE:

Council Member Hicks led the Pledge of Allegiance.

INVOCATION:

Mayor Pro Tem Dear requested a moment of silence to recognize all the women and men serving in the Armed Forces.

Council Member Hilton gave the invocation.

CLOSED SESSION (Items 1 to 2)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK) - None

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)
City Attorney Soltani announced the Closed Session items.

RECESS:
The meeting was recessed at 5:09 P.M. by Mayor Davis-Holmes to Closed Session.

RECONVENE:
The meeting was reconvened at 6:47 P.M. by Mayor Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City Attorney Soltani provided the Closed Session report as follows:

Item No. 1. 2021-887 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: No reportable action was taken.

Item No. 2. 2021-899 PUBLIC EMPLOYEE APPOINTMENT / EMPLOYMENT PERFORMANCE EVALUATION / DISCIPLINE / DISMISSAL OR RELEASE (CITY COUNCIL)

Recommendation: A closed session will be held pursuant to Government Code Section 54957 (b)(1) for purposes of considering the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee (for the position of the City Manager).

ACTION: The City Council authorized to put the City Manager on paid Administrative Leave and they appointed Mr. David Roberts as the Acting City Manager while she is on paid Administrative Leave.

SUBSEQUENT NEED ITEM

City Attorney Soltani asked the City Council to add a Subsequent Need Item for declaring the position of the City Clerk vacant based on the Elections Code. If the City Council is not able to reach consensus on an appointment of a City Clerk to fill the vacancy. If the City Council is interested to have an election to meet the June deadline election because you have to notice it 114 days, you would have to declare the office vacant tonight. If the City Council waits until January, you would not make it. The timeline would not work out to make it for the June election and you would have to wait until November. That is why she is asking the City Council to add it as a Subsequent Need Item. She has a resolution declaring the office of the City Clerk vacant and shared with the City Council and has copies available for the public. She requested a resolution number from the Deputy City Clerk.

It was moved to add the subsequent need item (urgency) item as Item No. 4 to the agenda for the resolution of the declaration of a vacancy in the City Clerk's Office on motion of Dear,

seconded by Hicks and unanimously carried by the following vote:

Ayes:	Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, Council Member Hicks, and Council Member Rojas
Noes:	None
Abstain:	None
Absent:	None

RECESS:
The meeting was recessed at 6:51 P.M. by Mayor Davis-Holmes.

RECONVENE:
The meeting was reconvened at 7:00 P.M. by Mayor Davis-Holmes with all members previously noted present.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Ana Meni
Inquired why the City Clerk vacancy was not properly added on the agenda by the City Manager who is now placed on Administrative Leave; requested clarification regarding the Special Meeting notice that was provided by Mayor Pro Tem Jim Dear at the previous meeting; did not include the Tree Contract and that item was added on the agenda tonight but not the City Clerk item; the report City Attorney Soltani gave regarding the City Clerk vacancy – she did not identify how the City was notified of the vacancy; she submitted a Public Records Act Request (PRAR) Form and read Myla Rahman's resignation letter dated December 7, 2021 she tendered to the city. City Management let down the community by not properly informing the Mayor and City Council in a formal capacity which should have been the City Council agenda. Staff was able to update the agenda face to add on newly sworn in Council Member Arleen Rojas and also deemed that the City Clerk position was vacant but they did not make an effort to put an agenidized item to formally report to the Mayor and City Council; bringing attention the let down, the disconnect with City management of not doing their due diligence and should have added this item on the agenda; she asked if there was another amended Special Meeting Notice because the Tree Contract was not on the Special Meeting Notice.

Mayor Davis-Holmes responded she requested the Tree Contract item be added to the Special Meeting agenda at the last City Council meeting.

Mayor Davis-Holmes and Mayor Pro Tem Dear confirmed there was no objection heard to add the Tree Contract item to the Special Meeting agenda.

This item was heard again after Item No. 4.

Representative from Great Scott Tree Services Inc.
Spoke about the original request for proposal (RFP) regarding the cost of the insurance and the existing contract

DISCUSSION: (Item 3)

Item No. 3. 2021-952 CONSIDER AWARDING A CONTRACT TO GREAT SCOTT TREE SERVICES INC. TO PROVIDE TREE MAINTENANCE SERVICES FOR THE PERIOD OF THREE YEARS

Item No. 3 was heard after Oral Communications For Matters Listed on the Agenda (Members of the Public).

Director Whitman gave a PowerPoint presentation.

Mayor Pro Tem Dear referred to the 12-Month Tree Trimming Plan slide and inquired about areas in District 2, District 1, District 4 and why is it focused on District 3. Director Whitman responded to his inquiry.

Mayor Pro Tem Dear asked if trees are to be trimmed in a schedule; any plans to bring in other types of trees; any plans to improve the tree wells. Director Whitman responded to his question.

Council Member Hilton stated he was taken back how staff changed the requirements on the floor and explained it; received an email this morning regarding the bids were not accurate; referred to another email from the United Pacific Service Incorporation; his hesitation is he saw they changed the scope or the insurance services last time which was walked on and Mayor and City Council did not get a chance to look at it; he does not support the request for proposal (RFP) and recommends readvertising for RFP.

City Attorney Soltani stated the motion is to reject all bids.

Recommendation: TAKE the following actions:

1. AWARD a three-year contract to Great Scott Tree Services, Inc. in the amount of $2,500,615.00 to provide tree planting and maintenance services with two additional one-year extensions at the City's sole discretion; AND
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney and REQUIRE any exercise of the optional extension to be presented to the City Council for approval.

ACTION: It was moved to reject all bids and rebid to make sure everything in line on motion of Hilton, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Dear, Council Member/Agency Member/Authority Board Member Hilton, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 4. **CONSIDER RESOLUTION NO. 21-178, DECLARING THE CITY CLERK POSITION VACANT (CITY COUNCIL)**

After Item No. 2, City Attorney Soltani asked the City Council to add a Subsequent Need Item for declaring the position of the City Clerk vacant based on the Elections Code. If the City Council is not able to reach consensus on an appointment of a City Clerk to fill the vacancy. If the City Council is interested to have an election to meet the June deadline election because you have to notice it 114 days, you would have to declare the office vacant tonight. If the City Council waits until January, you would not make it; the timeline would not work out to make it for the June election and you would have to wait until November. That is why she is asking the City Council to add it as a Subsequent Need Item. She has a resolution declaring the office of the City Clerk vacant. She shared with the City Council and has copies available for the public. She requested a resolution number from the Deputy City Clerk.

It was moved to add the Subsequent Need (urgency) Item as Item No. 4 to the agenda for the resolution of the declaration of a vacancy in the City Clerk's Office on motion of Dear, seconded by Hicks and unanimously carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, Council Member Hicks, and Council Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 4 was heard after Item No. 3.

City Attorney Soltani noted Deputy City Clerk Simarago has a resolution number regarding the item which she provided as Resolution No. 21-178.

Council Member Hicks asked the official date the City Clerk vacated her position.

City Attorney Soltani responded in writing the City Clerk notified the City Council that she was resigning on December 8, 2021.

Recommendation: WAIVE further reading and ADOPT Resolution No. 21-178 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING THAT A VACANCY EXISTS IN THE ELECTIVE OFFICE OF THE CITY CLERK, AND ACKNOWLEDGING THE NEED TO FILL THE VACANCY WITHIN SIXTY (60) DAYS OR HAVE THE VACANCY BE SUBJECT TO A SPECIAL ELECTION UNDER APPLICABLE LAWS"

ACTION: It was moved to adopt Resolution No. 21-178, as read by title only, on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, Council Member Hicks, and Council Member Rojas
Noes: None
Abstain: None
Absent: None

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

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

Council Member Hicks stated he was concerned that he asked the other Assistant City Manager who said he was not asked if he would like to be the City Manager and that he would love to do it; would like to know what the City Council was told and what is being said now is two different things. He expressed concern the City Council was told he was asked and said he did not want it but that it seems to be not the case.

Mayor Pro Tem Dear stated that it is a moot point because the decision was already made. He spoke to Assistant City Manager John Raymond several times and recalls him saying that he does not want to be the City Manager.

Mayor Davis-Holmes stated what is being asked is if he was asked for this time.

Mayor and City Council congratulated Assistant City Manager David Roberts for his appointment as Acting City Manager. Mayor Davis-Holmes clarified Assistant City Manager John Raymond was not asked for this acting assignment.

Mayor Pro Tem Dear asked Acting City Manager David Roberts if he was asked.

Acting City Manager David Roberts responded he was not asked.

Mayor Pro Tem Dear noted new Acting City Manager David Roberts and the City Manager was put on Administrative Leave with pay.

Mayor Davis-Holmes stated the question was asked did you ask Assistant City Manager John Raymond and you stated yes just to clarify.

Mayor Pro Tem Dear stated the question was asked and answered.

Mayor Pro Tem Dear wished everyone Merry Christmas, Happy New Year, Happy Kwanza, Happy Hanukkah, and Happy Holidays.

Council Member Rojas wished everyone Happy Holidays; clarified the City Manager was not suspended and was put on Administrative Paid Leave.

Mayor Davis-Holmes announced the Snow Run Winter Fest on December 18, 2021, from 3:00 P.M. to 7:00 P.M., at the Carson Community Center. Mayor is providing 500 toys with Carson Citizens Cultural Arts Foundation to kids on a first-come, first-serve basis; 250 Turkey Giveaway on December 19, 2021, at Veterans Park; must register online.

Council Member Hicks announced Toy Giveaway on December 18, 2021, from 11:00 A.M. to 1:00 P.M. at Mills Park for Carson residents; must register.

Mayor Davis-Holmes wished everyone Happy Holidays and Merry Christmas. She thanked staff for joining the meeting.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

RECESS TO CLOSED SESSION – None.

RECONVENE TO OPEN SESSION – None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS – None.

ADJOURNMENT
The meeting was adjourned at 7:30 P.M. by Mayor Davis-Holmes to an adjourned special meeting to be held on December 13, 2021, at 5:30 P.M., Carson City Hall, Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
Joy Simarago
Deputy City Clerk

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
ADJOURNED SPECIAL MEETING
DECEMBER 13, 2021
5:30 P.M.

CALL TO ORDER:
The meeting was called to order at 5:30 P.M. by Mayor Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
Deputy City Clerk Joy Simarago noted the roll:

Council Members Present:
Mayor Lula Davis-Holmes, Mayor Pro Tem Jim Dear, Council Member Jawane Hilton, Council Member Cedric Hicks, and Council Member Arleen Rojas

Also Present:
Sunny Soltani, City Attorney; David C. Roberts, Jr., Acting City Manager; John Raymond, Assistant City Manager

FLAG SALUTE:

This item was heard after the Invocation.

Council Member Rojas led the Pledge of Allegiance.

INVOCATION:

Council Member Hilton gave the invocation.

DISCUSSION: (Item 1)

Item No. 1. 2021-928 CONSIDERATION FOR A PROCESS FOR OR APPOINTMENT TO THE VACATED OFFICE OF THE CITY CLERK

Acting City Manager Roberts, Jr. gave a report.

City Attorney Soltani gave a report. As reported by Acting City Manager Roberts, Jr. Myla Rahman was elected to serve through November 2022 for the unexpired term of the former City Clerk's seat. Pursuant to City Charter Section 306, the process for filling the vacancy of the City

Clerk is similar to the process of filling the vacancy for a vacant City Council seat. The options available are as follows:

Option 1 - Appoint a successor to the remainder of the term. If the City Council votes to fill the vacancy by appointment, the appointment must be made within 60 days from the commencement of the vacancy. The vacancy was declared by the City Council on December 9, 2021. Therefore, the City Council has until February 7, 2022 to fill the vacancy by appointment. There is no legal requirement that the City Council use a particular method of appointment. In the past, the City Council has used an application process to fill vacancies. Should the City Council wish to utilize the similar application process, they can instruct staff to use the applications from the past and staff can advertise the vacancy and provide an advertisement for the vacancy and obtain nominations. The City Council can also require additional criteria including completion of a candidate statement or other desired information the City Council may wish to consider. The City Council could appoint a subcommittee of Council Members to review the applications and bring recommendations back. It is within the City Council's discretion to set up a process.

Option 2 - Bypass the process and call for a special election. If you want to call for a special election to elect a successor or if you cannot reach agreement on an appointment by February 7, 2022, then an election shall be called. The City Council can call an election for the next available state election which would be the June 7, 2022 election. However, please note that the June election would be approximately for a five-month term as the office expires in November 2022. If the City Council so inclines to allow this to go to an election, the City Council may consider sending it to a November 2022 election because you would have had an election for that expired term anyways. The fiscal impact would be approximately $500,000 of additional cost to have a special June election. However, if there is no appointment there is no additional cost and if it is a November election even though there is cost associated with that election that is an election that is scheduled for this Council body and for that City Clerk seat it would be a cost that the city would have to budget for regardless.

Mayor Pro Tem Dear inquired about the $500,000 cost and why the cost doubled.

Acting City Manager Roberts, Jr. responded to his inquiry.

Council Member Hicks stated he would hope not to go through the cost of having another election.

Recommendation: DISCUSS and PROVIDE direction for filling the City Clerk vacancy.

ACTION: It was moved to consider Monette Maria Gavino to be chosen as the incoming City Clerk to take the spot of Myla Rahman on motion of Rojas, seconded by Dear.

Council Member Hilton offered a substitute motion to appoint Dr. Khaleah K. Bradshaw, Director of Local Government and Community Relations at California State University Dominguez Hills (CSUDH), to fill the City Clerk vacancy, seconded by Hicks.

During discussion of the motion, Mayor Pro Tem Dear asked if Dr. Bradshaw will quit her job at CSUDH.

Council Member Hilton stated he received many calls asking to be the next City Clerk and that Dr. Bradshaw will put things in perspective.

The substitute motion was carried by the following vote:

Ayes: Mayor Davis-Holmes, Mayor Pro Tem Dear, Council Member Hilton, and Council Member Hicks
Noes: Council Member Rojas.
Abstain: None
Absent: None

Mayor Davis-Holmes directed staff to contact Dr. Khaleah Bradshaw and make arrangements for her to be sworn in tonight if she is available and to inform her that the City Council has voted to appoint her to the City Clerk position expiring November 2022.

Item No. 2. SUBSEQUENT NEED ITEM TO SEND LETTER OPPOSING THE ASSEMBLY DISTRICT MAPPING

After the invocation, Acting City Manager Roberts, Jr. requested to add a Subsequent Need Item regarding the Assembly District. There is a 10-day requirement that the letter be sent and looking for collaboration with the City Attorney's Office along with staff to ensure that we have a comprehensive letter that could be sent on time on behalf of the City Council.

Mayor Davis-Holmes noted the Subsequent Need Item is the City of Carson has been divided. The Assembly District has been divided into two Districts 65 and 69 with a south portion being a part of Long Beach. Therefore, adding Subsequent Need Item as Item No. 2 with no objection heard.

Item No. 2 was heard after Item No. 1.

Mayor Davis-Holmes asked for a report.

Acting City Manager Roberts, Jr. noted there was a request for a subsequent need item due to the request to have a letter opposing the Assembly District mapping and want to ensure that there is a comprehensive letter that can be submitted on behalf of the city in collaboration with the City Attorney's Office ensuring that the letter is comprehensive and stating the opposition of the City Council to the possibility of the redistricting.

City Attorney Soltani noted Acting City Manager Roberts, Jr. gave her a draft of a letter he prepared and felt there is legal precedent that needs to be discussed about how it is against the law to divide communities. She suggested to add this item as a Subsequent Need Item for the following reasons: 1) The letter is from the entirety of the City Council who has to approve it and authorize it and 2) Would give time to put the legal support for the city's position. If Council could vote to authorize staff and the City Attorney's Office to draft a letter in opposition of the proposed State Assembly District map that would split the City of Carson. She stated is happy to draft the letter and circulate to the Council Members for their review and sent within the 10-day timeframe.

Mayor Pro Tem Dear requested to see the map and the City Attorney mentioned illegal to divide communities but they are divided by the State Redistricting Commission is common.

City Attorney Soltani stated there are case laws that set parameters as to how that can be done effectively. There is an analysis that can be discussed that is missing from the current draft that she meant to say.

Recommendation: DISCUSS and AUTHORIZE staff to send letter opposing the assembly district mapping.

ACTION: Discussion was held as follows:

Mayor and City Council authorized staff and the City Attorney's Office to draft a letter in opposition of the proposed State Assembly District map within the 10-day timeframe with no objection heard.

Mayor Davis-Holmes asked if maps of Assembly District 65 and Assembly District 69 are available.

Acting City Manager Roberts, Jr. responded the City Attorney has the maps and will provide copies to the Mayor and City Council.

Mayor Davis-Holmes stated staff can also email the link of the maps she received and there is a questionnaire that residents can complete to state their concerns.

Council Member Hicks asked for the deadline date for submittal of letter.

Acting City Manager Roberts, Jr. responded the 10 days comes from the date of the notice received by email today which was dated yesterday, therefore, by December 23rd to respond. He noted the City Attorney will draft the letter for the Mayor and City Council's review.

Council Member Hilton stated to make sure the City Attorney is firm in saying to keep Carson together in one district.

Mayor Davis-Holmes stated community has similar characteristics and to make sure stay in new Assembly District 65.

Council Member Hilton inquired about the delegates who are a part of the County Central Committee if they shift over.

Mayor Pro Tem Dear asked where Assembly District 64 is located in the proposed new maps.

Mayor Davis-Holmes responded Assembly District 64 becomes Assembly District 65, just changing the number.

Acting City Manager Roberts, Jr. provided a copy of the map to the Mayor, City Council, and staff.

Mayor Dear directed Acting City Manager Roberts, Jr. to send link and inform the residents to complete a questionnaire on social media, etc.

Discussion ensued regarding the district map.

Mayor Davis-Holmes thanked staff for placing item on the agenda at short notice. She also thanked City Attorney Soltani.

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

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member Hilton wished a Happy Birthday to Council Member Rojas son.

Council Member Rojas wished a Happy Birthday to her son Andrew Christian Rojas who is serving in the United States Navy. She thanked everyone for the birthday wishes.

Mayor Davis-Holmes wished a Happy Birthday to Council Member Rojas' son Andrew and thanked him for serving the country. She wished everyone Happy Holidays.

Mayor Pro Tem Dear stated the City of Carson is moving forward with the right changes. He encouraged City employees to enjoy the holiday season and wished everyone Merry Christmas, Happy Holidays, and Happy New Year.

Mayor Davis-Holmes asked the date of the Employee Christmas Party.

Acting City Manager Roberts, Jr. stated a luncheon will be provided to the employees on December 22, 2021, confirming time with Director Lennox, buffet style in the atrium with social distancing.

Director Lennox noted buffet style in the atrium, socially distant.

City Attorney Soltani addressed Acting City Manager Roberts, Jr. that she always offers to pay for the employee luncheon and to reach out to her to sponsor it.

Mayor Davis-Holmes announced the following:

- Will be distributing 250 turkeys on December 19, 2021, at Veterans Park, at 3:00 P.M.
- Toy Giveaway in conjunction with the Winter Fest on December 18, 2021, at the Carson Community Center; the Carson Citizens Cultural Arts Foundation will be distributing 500 plus toys; thanked the Carson Citizens Cultural Arts Foundation for supporting the city and their partnership with the city

Council Member Hicks announced/reported the following:

- Wished everyone Happy Holidays and Merry Christmas
- Toy Giveaway for 500 Carson residents ages 2-12, December 18, 2021, from 11:00 A.M. to 1:00 P.M., at Mills Park; must register now which is up to 460
- Requested to adjourn meeting in memory of Vincent Fernandez, renowned singer

Council Member Hilton wished everyone Happy Holidays and Merry Christmas.

ORAL COMMUNICATIONS

William Smalley
Relayed message from Homeowners Association Board of Colony Cove Mobile Estates regarding the loss of the City Clerk; adamant about rejecting any consideration of spending funds for a Special Election due to a short period of time that they will spend in office; an appointment would be more appropriate and more economical to save money; asked the City Attorney some way to amend the employment contract whenever upper management personnel are placed in a position that may include a clause where if you choose to leave your position prior to the time before your term ends that you pay an exit fee to apply in a statewide search for a replacement. If they are going to leave us and put us in an alert like that and cause us to spend money then they should help to soften the blow to the General Fund.

Mayor Davis-Holmes wished Happy Holidays to Mr. Smalley.

Council Member Rojas wished everyone Happy Holidays and Happy New Year.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY) – None.

ADJOURNMENT
The meeting was adjourned at 6:05 P.M. by Mayor Davis-Holmes.

_____
Lula Davis-Holmes
Mayor

ATTEST:

_____
Joy Simarago
Deputy City Clerk

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready File 2024-0759 General Demand Reso No 24-090 9.17.24.pdf

File #: 2024-0759, **Version:** 1

RESOLUTION NO. 24-090

RESOLUTION NO. 24-090, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS, AS FOLLOWS:

TOTAL OF $1,135,779.06 FOR GENERAL DEMANDS, CHECK NUMBERS 174898 THROUGH 175069.

TOTAL OF $2,295.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 1285 THROUGH 1286, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESOR AGENCY TO THE CITY.

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

SECTION I: The following 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 hereinafter set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On September 17, 2024, the City Council ratified the above demand numbers **174898** through **175069** for General Demand and **1285** through **1286** for Co-op agreement demand. The City Treasurer is hereby directed to pay, out of 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 $1,138,074.06.

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 17th DAY OF SEPTEMBER, 2024.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

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. 24-090, adopted by the City of Carson City Council at its meeting held on September 17, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Dr. Khaleah K. Bradshaw, City Clerk

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1285	07/25/2024	PRINTED	007451	EXP US SERVICES INC	1,462.50			
1286	07/31/2024	PRINTED	007451	EXP US SERVICES INC	832.50			
		2 CHECKS		CASH ACCOUNT TOTAL	2,295.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
2 CHECKS	FINAL TOTAL	2,295.00	.00

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

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174898	08/22/2024	PRINTED	007030	A&M FIRST AID, INC.	10,000.50			
174899	08/22/2024	PRINTED	000137	ADMINISTRATIVE SERVICES C	27,339.84			
174900	08/22/2024	PRINTED	002904	ADMINSURE INC	9,363.00			
174901	08/22/2024	PRINTED	000042	ALIN PARTY SUPPLY CO	398.40			
174902	08/22/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	881.08			
174903	08/22/2024	PRINTED	000543	AQUA FLO SUPPLY	3,132.17			
174904	08/22/2024	PRINTED	006426	B AND H PHOTO	11,039.50			
174905	08/22/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	4,150.89			
174906	08/22/2024	PRINTED	004641	BILLYE BATES	50.00			
174907	08/22/2024	PRINTED	008370	BREANNE KELLY	3,879.12			
174908	08/22/2024	PRINTED	001627	BSN SPORTS LLC	7,732.13			
174909	08/22/2024	PRINTED	000167	CALIFORNIA PRO SPORTS	7,561.85			
174910	08/22/2024	PRINTED	000079	CALIFORNIA WATER SERVICE	76,381.61			
174911	08/22/2024	PRINTED	008141	CARTER PICTURE FRAMING &	2,446.44			
174912	08/22/2024	PRINTED	001610	CHICAGO TITLE CO	262.00			
174913	08/22/2024	PRINTED	004351	COLANTUONO HIGHSMITH AND	2,725.50			
174914	08/22/2024	PRINTED	001629	CORTEZ GRAPHICS	882.00			
174915	08/22/2024	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
174916	08/22/2024	PRINTED	008364	DE'ANTE DUCKETT	2,500.00			
174917	08/22/2024	PRINTED	007860	DEITRICK HADDON	7,500.00			
174918	08/22/2024	PRINTED	000534	DIRECTV	173.13			
174919	08/22/2024	PRINTED	001155	DISH	148.46			
174920	08/22/2024	PRINTED	006876	DONS AUDIO VISUAL	9,207.00			
174921	08/22/2024	PRINTED	008351	ERIC B. TALBERT	3,750.00			
174922	08/22/2024	PRINTED	007994	ERIC MONDRAGON	5,000.00			
174923	08/22/2024	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
174924	08/22/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	4,592.43			
174925	08/22/2024	PRINTED	000355	FERGUSON ENTERPRISES INC	1,192.13			
174926	08/22/2024	PRINTED	000221	FLEET PRIDE	576.32			
174927	08/22/2024	PRINTED	001268	GBROS INC	675.55			
174928	08/22/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	11,209.12			
174929	08/22/2024	PRINTED	001093	SHIRLEY GRAVES	50.00			
174930	08/22/2024	PRINTED	008361	THEMIS VIOLARIS	7,500.00			
174931	08/22/2024	PRINTED	000234	THE HOME DEPOT INC	631.95			
174932	08/22/2024	PRINTED	001798	CHINYERE IFEACHO	50.00			
174933	08/22/2024	PRINTED	007778	IRENE T. VIERNES	50.00			
174934	08/22/2024	PRINTED	008365	JANICE BALASTA JAVIER	1,500.00			
174935	08/22/2024	PRINTED	007103	JOE A. GONSALVES & SON	8,000.00			
174936	08/22/2024	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
174937	08/22/2024	PRINTED	008272	LARHONDA BROWN	50.00			
174938	08/22/2024	PRINTED	004767	DELIA LOPEZ	50.00			
174939	08/22/2024	PRINTED	000243	LOS ANGELES BUSINESS JOUR	19,000.00			
174940	08/22/2024	PRINTED	000067	LOS ANGELES COUNTY DEPT O	74,412.88			
174941	08/22/2024	PRINTED	007248	MARIA'S GARDEN CENTER & L	308.70			
174942	08/22/2024	PRINTED	007999	MAURILIO CENDEJAS MORALES	1,639.82			
174943	08/22/2024	PRINTED	006271	MAYFLOWER DISTRIBUTING CO	749.34			
174944	08/22/2024	PRINTED	007310	VIGILANT SOLUTIONS, LLC	149,650.00			
174945	08/22/2024	PRINTED	007964	MOUR GROUP ENGINEERING +	1,030.00			
174946	08/22/2024	PRINTED	000173	MUNICIPAL MGMT ASSN OF SO	1,225.00			
174947	08/22/2024	PRINTED	000173	MMASC	1,100.00			
174948	08/22/2024	PRINTED	000563	JANNY NOA	104.32			
174949	08/22/2024	PRINTED	010999	MYESHIA HORTON	101.59			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174950	08/22/2024	PRINTED	000528	PARTY PRONTO	3,213.00			
174951	08/22/2024	PRINTED	008348	PERPETUA Z ROXAS	20,000.00			
174952	08/22/2024	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,648.80			
174953	08/22/2024	PRINTED	000118	JULIE RUIZ RABER	50.00			
174954	08/22/2024	PRINTED	008230	RAJO, A CALIF. CORP	80.00			
174955	08/22/2024	PRINTED	001255	JESSICA RAMOS	50.00			
174956	08/22/2024	PRINTED	006571	RECREONICS INC	59.19			
174957	08/22/2024	PRINTED	004145	CASSANDRA REED	50.00			
174958	08/22/2024	PRINTED	003829	REGIONAL TAP SERVICE CENT	46.27			
174959	08/22/2024	PRINTED	003304	REQUEST LINE MUSIC	650.00			
174960	08/22/2024	PRINTED	010000	CARSON CHAPTER 3320 AARP	370.00			
174961	08/22/2024	PRINTED	010000	CHRISTOPHER TAYLOR	500.00			
174962	08/22/2024	PRINTED	010000	KARL S. STOKES	164.00			
174963	08/22/2024	PRINTED	010000	POLLY TATUM	500.00			
174964	08/22/2024	PRINTED	000402	ROADLINE PRODUCTS INC USA	179.27			
174965	08/22/2024	PRINTED	002515	MYRNA RONQUILLO	50.00			
174966	08/22/2024	PRINTED	001715	HARRIETT RUSS	50.00			
174967	08/22/2024	PRINTED	000120	S AND S WORLDWIDE INC	112.22			
174968	08/22/2024	PRINTED	000427	SAM'S CLUB DIRECT	11.14			
174969	08/22/2024	PRINTED	000124	SEPULVEDA BUILDING MATERI	197.95			
174970	08/22/2024	PRINTED	001803	VERGIE SEYMORE	50.00			
174971	08/22/2024	PRINTED	000211	SMART AND FINAL IRIS	1,065.85			
174972	08/22/2024	PRINTED	000171	SOUTHERN CALIFORNIA ASSOC	12,594.00			
174973	08/22/2024	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	37,090.66			
174974	08/22/2024	PRINTED	007796	SOUTH BAY FORD INC	5,440.68			
174975	08/22/2024	PRINTED	006249	STATE CONTROLLER	1,075.16			
174976	08/22/2024	PRINTED	005013	SWAYZER CORPORATION	34,279.39			
174977	08/22/2024	PRINTED	007780	TERESITA J. JUNIO	50.00			
174978	08/22/2024	PRINTED	004017	TYLER TECHNOLOGIES	19,509.30			
174979	08/22/2024	PRINTED	006769	CITY MANAGER	6,308.76			
174980	08/22/2024	PRINTED	006404	UNIFIRST CORPORATION	1,928.28			
174981	08/22/2024	PRINTED	001249	VERIZON WIRELESS	160.04			
174982	08/22/2024	PRINTED	000437	ITELIA WALKER	50.00			
174983	08/22/2024	PRINTED	000212	WEST COAST ARBORISTS	1,176.95			
174984	08/22/2024	PRINTED	008247	YATAE A. LEWIS	4,000.00			
174985	08/29/2024	PRINTED	007589	AISHA K. CHILDS	50.00			
174986	08/29/2024	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	6,471.25			
174987	08/29/2024	PRINTED	000042	ALIN PARTY SUPPLY CO	435.62			
174988	08/29/2024	PRINTED	006506	ALL IN ONE PARTIES	570.00			
174989	08/29/2024	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	1,508.22			
174990	08/29/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	2,877.88			
174991	08/29/2024	PRINTED	008006	ANGELA M. RIVERS	50.00			
174992	08/29/2024	PRINTED	007663	ARTHUR R. BATUCAL	50.00			
174993	08/29/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	2,370.37			
174994	08/29/2024	PRINTED	007541	B&B DISCOUNT POOL & SPA S	605.48			
174995	08/29/2024	PRINTED	008194	BARRIOS & ASSOCIATES, LLC	13,771.25			
174996	08/29/2024	PRINTED	001438	BLUE DIAMOND MATERIALS	220.99			
174997	08/29/2024	PRINTED	001435	ROBERT BOYD	50.00			
174998	08/29/2024	PRINTED	001762	ROGER BRANCH JR	50.00			
174999	08/29/2024	PRINTED	004165	CALIFORNIA CONSULTING	10,000.00			
175000	08/29/2024	PRINTED	001489	CHOURA VENUE SERVICES	120.00			
175001	08/29/2024	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175002	08/29/2024	PRINTED	008147	CYNTHIA STAFFORD	500.00			
175003	08/29/2024	PRINTED	000268	DAILY JOURNAL CORP	353.40			
175004	08/29/2024	PRINTED	007176	DAVEY COACH SALES INC.	6,008.62			
175005	08/29/2024	PRINTED	000534	DIRECTV	251.24			
175006	08/29/2024	PRINTED	007595	DONNIE R. DORSEY	50.00			
175007	08/29/2024	PRINTED	006876	DONS AUDIO VISUAL	1,221.50			
175008	08/29/2024	PRINTED	001590	ENVIRONMENTAL SCIENCE ASS	3,217.59			
175009	08/29/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,354.87			
175010	08/29/2024	PRINTED	000355	FERGUSON ENTERPRISES INC	1,147.08			
175011	08/29/2024	PRINTED	006733	FRESH PRINTS LA	344.53			
175012	08/29/2024	PRINTED	003563	FUN EXPRESS LLC	185.71			
175013	08/29/2024	PRINTED	005044	ROMEO GALEON	50.00			
175014	08/29/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	483.58			
175015	08/29/2024	PRINTED	000793	GRAINGER	407.00			
175016	08/29/2024	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
175017	08/29/2024	PRINTED	000234	THE HOME DEPOT INC	6,305.33			
175018	08/29/2024	PRINTED	008188	HOUSE OF VIBES NUTRITION	200.00			
175019	08/29/2024	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
175020	08/29/2024	PRINTED	000663	LANGUAGE NETWORK	6,525.33			
175021	08/29/2024	PRINTED	006596	PRENTISS E LEWIS	50.00			
175022	08/29/2024	PRINTED	004284	LIFE INSURANCE COMPANY OF	63,095.40			
175023	08/29/2024	PRINTED	004435	LINCOLN AQUATICS	2,810.73			
175024	08/29/2024	PRINTED	000243	LOS ANGELES BUSINESS JOUR	1,200.00			
175025	08/29/2024	PRINTED	000067	LOS ANGELES COUNTY DEPT O	102,027.95			
175026	08/29/2024	PRINTED	000178	LOS ANGELES COUNTY	6.00			
175027	08/29/2024	PRINTED	007248	MARIA'S GARDEN CENTER & L	1,657.02			
175028	08/29/2024	PRINTED	007966	MARINA GRAPHIC CENTER, IN	951.46			
175029	08/29/2024	PRINTED	008373	MARK LIDDELL	250.00			
175030	08/29/2024	PRINTED	006776	MEDIASTAR INC	1,652.40			
175031	08/29/2024	PRINTED	007605	MICHAEL K WILSON	50.00			
175032	08/29/2024	PRINTED	010999	KENT TRAN	658.25			
175033	08/29/2024	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,496.20			
175034	08/29/2024	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,702.70			
175035	08/29/2024	PRINTED	001128	QUINN COMPANY	440.44			
175036	08/29/2024	PRINTED	001081	BRIAN RABER	50.00			
175037	08/29/2024	PRINTED	006973	RACE TELECOMMUNICATIONS,	1,061.18			
175038	08/29/2024	PRINTED	010000	ELIZABETH ORDONEZ	6,325.00			
175039	08/29/2024	PRINTED	007230	RICHARD A HERNANDEZ	100.00			
175040	08/29/2024	PRINTED	000791	EMMANUEL A SALOMON	50.00			
175041	08/29/2024	PRINTED	000427	SAM'S CLUB DIRECT	242.34			
175042	08/29/2024	PRINTED	007957	SAMUEL DACUS	50.00			
175043	08/29/2024	PRINTED	001667	SEA COAST DESIGN GROUP IN	652.26			
175044	08/29/2024	PRINTED	007632	SEAY, AL CARNEL	50.00			
175045	08/29/2024	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	3,603.81			
175046	08/29/2024	PRINTED	008371	SJL MARKETING INC	25,000.00			
175047	08/29/2024	PRINTED	000211	SMART AND FINAL IRIS	1,076.64			
175048	08/29/2024	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	33,419.30			
175049	08/29/2024	PRINTED	007386	KAISER FOUNDATION HEALTH	305.00			
175050	08/29/2024	PRINTED	004417	SOCALGAS	6,928.39			
175051	08/29/2024	PRINTED	004977	CHARTER COMMUNICATION	3,609.36			
175052	08/29/2024	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	257.00			
175053	08/29/2024	PRINTED	006654	SWANK MOTION PICTURES INC	490.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175054	08/29/2024	PRINTED	007956	THOMAS WOODS	50.00			
175055	08/29/2024	PRINTED	007981	TOTAL IMAGING SOLUTIONS,	695.00			
175056	08/29/2024	PRINTED	007705	TRANSTECH ENGINEERS, INC.	31,706.00			
175057	08/29/2024	PRINTED	004017	TYLER TECHNOLOGIES	58,794.00			
175058	08/29/2024	PRINTED	006769	CITY MANAGER	3,637.94			
175059	08/29/2024	PRINTED	000002	UNITED RENTALS (NORTH AME	2,156.50			
175060	08/29/2024	PRINTED	007730	URM TECHNOLOGIES, INC.	6,589.03			
175061	08/29/2024	PRINTED	007124	VARGAS AND RAMIREZ SPORTS	276.51			
175062	08/29/2024	PRINTED	001249	VERIZON WIRELESS	190.18			
175063	08/29/2024	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	13,680.00			
175064	08/29/2024	PRINTED	000562	THE WALKING MAN INC	800.00			
175065	08/29/2024	PRINTED	002925	KARL WILVERT	50.00			
175066	08/29/2024	PRINTED	004222	RICHARD WOODS JR	50.00			
175067	08/29/2024	PRINTED	000144	YAMADA CO INC	2,063.55			
175068	08/29/2024	PRINTED	008099	NGOZICHUKWU MORDI	11,550.00			
175069	08/29/2024	PRINTED	008041	NORBERT DE LENDORFF	32,400.00			
	172 CHECKS			CASH ACCOUNT TOTAL	1,135,779.06	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
172 CHECKS	FINAL TOTAL	1,135,779.06	.00

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

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready File 2024-0760 CHA Demand Reso No 24-09-CHA 9.17.24.pdf

File #: 2024-0760, **Version:** 1

RESOLUTION NO. 24-09-CHA

RESOLUTION NO. 24-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $47,124.00, DEMAND CHECK NUMBERS HA-002000 THROUGH HA-002009

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 hereinafter set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On September 17, 2024, the Carson Housing Authority ratified the above demand numbers **HA-002000 through HA-002009**. The City Treasurer is hereby directed to pay, out of 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 $**47,124.00**.

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 17th DAY OF SEPTEMBER, 2024.

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

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. 24-09-CHA, adopted by the Carson Housing Authority at its held on September 17, 2024, 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

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2000	07/11/2024	PRINTED	000114	CITY OF CARSON PETTY CASH	75.00			
2001	07/18/2024	PRINTED	006884	LYFT, INC.	129.49			
2002	07/25/2024	PRINTED	000423	AVALON COURTYARD, LLC	13,481.50			
2003	07/25/2024	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
2004	08/01/2024	PRINTED	000685	AMERINATIONAL COMMUNITY S	666.67			
2005	08/01/2024	PRINTED	000423	AVALON COURTYARD, LLC	12,398.00			
2006	08/01/2024	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
2007	08/08/2024	PRINTED	000114	CITY OF CARSON PETTY CASH	43.34			
2008	08/29/2024	PRINTED	001924	THE BANK OF NEW YORK MELL	2,000.00			
2009	08/29/2024	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
	10 CHECKS			CASH ACCOUNT TOTAL	47,124.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
10 CHECKS	FINAL TOTAL	47,124.00	.00

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

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready File 2024-0761 CSA Demand Reso No 24-09-CSA 9.17.24.pdf

File #: 2024-0761, **Version:** 1

RESOLUTION NO. 24-09-CSA
RESOLUTION NO. 24-09-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $29.60, DEMAND CHECK NUMBERS SA-001931 THROUGH SA-001931

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 hereinafter set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On September 17, 2024, the Carson Successor Agency ratified the above demand numbers **SA-001931 THROUGH SA-001931**. The City Treasurer is hereby directed to pay, out of 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 $**29.60**.

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 17th DAY OF SEPTEMBER, 2024.

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

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. 24-09-CSA, adopted by the Carson Successor Agency at its meeting held on September 17, 2024, by the following vote:

AYES: AGENCY BOARD MEMBERS:

NOES: AGENCY BOARD MEMBERS:

ABSTAIN: AGENCY BOARD MEMBERS:

ABSENT: AGENCY BOARD MEMBERS:

Dr. Khaleah K. Bradshaw, Secretary

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
1931	07/25/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	29.60			
		1 CHECKS		CASH ACCOUNT TOTAL	29.60	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	29.60	.00

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

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

(Item#19) 2024-0765.pdf

File #: 2024-0765, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2024

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 August 31, 2024. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $226,901,564.68

City of Carson available cash: $29,484,725.44

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: $32,940,135.57

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

The monthly Investment and Cash Report is submitted to the Mayor and City Council to ensure the legislative body is kept abreast of reserves and available cash for each Carson entity. The report includes the reserves for the City of Carson, former Successor Agency and the Housing Authority.

The investment program herein provides sufficient liquidity to meet six months of estimated expenditures. All investments follow the California state code 503600, City of Carson Investment Policy and all applicable bond indentures.

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)

Prepared by: Monica Cooper, City Treasurer

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

	Available Cash	Invested Funds
General Fund	$29,484,725.44	$226,901,564.68
Successor Agency (restricted revenue)	$15,886,015.59	$7,489,604.2
Housing Authority (restricted revenue)	$7,611,896.14	
Co-Op Agreement (restricted revenue)	$1,952,619.64	

EXHIBIT NO. 2

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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.000	6,854,468.47	6,854,468.47	6,854,468.47	3.02
Preferred Premier Cash	MM942	4.000	38,859,172.99	38,859,172.99	38,859,172.99	17.13
Sub Total / Average Cash		3.400	45,713,641.46	45,713,641.46	45,713,641.46	20.15
Certificate Of Deposit						
American Express Natl BK 1.8 3/3/2025	02589ABM3	1.800	245,000.00	245,000.00	241,153.40	0.11
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	233,404.93	0.11
East/West Bank 4.1 2/9/2025	178208467A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178740303A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	1787740303A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	17854698A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178659182	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 1/24/2025	178064422A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.15 1/24/2025	178944242A	4.150	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 1/24/2025	178502444A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.15 1/24/2025	178417994A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.15 1/24/2025	1178622841A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.6 11/2/2024	01-78585526	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/2/2024	01-78800198	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/2/2024	01-78225460	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/3/2024	01-78002788	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/4/2024	01-78011696	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.03 10/27/2024	30000006915	5.030	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.2 2/1/2025	6907A	5.200	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 10/26/2024	300691-E	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 10/26/2024	300683-J	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 10/28/2024	306119-G	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 10/29/2024	300000003703	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 11/10/2024	7199-B	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 11/10/2024	7180-A	5.220	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 5.25 2/1/2025	6893A	5.250	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	235,624.98	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	230,069.53	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	229,883.11	0.11
Sub Total / Average Certificate Of Deposit		4.425	29,230,000.00	29,230,000.00	29,170,135.95	12.88
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	283,539.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	287,826.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	288,561.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	283,560.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	283,902.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	477,245.00	0.22
Truist Bank 1.5 3/10/2025	89788JAA7	1.850	250,000.00	245,845.97	245,240.00	0.11
WestPac BKG Corp 1.019 11/18/2024	961214EU3	1.019	300,000.00	300,000.00	297,315.00	0.13
Sub Total / Average Corporate		1.660	2,550,000.00	2,540,969.49	2,447,188.00	1.12
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.579	35,105,090.34	35,105,090.34	35,105,090.34	15.47
Sub Total / Average Local Government Investment Pool		4.579	35,105,090.34	35,105,090.34	35,105,090.34	15.47
Money Market						
East/West Bank MM	22305	3.570	83,306,382.24	83,306,382.24	83,306,382.24	36.71
Sub Total / Average Money Market		3.570	83,306,382.24	83,306,382.24	83,306,382.24	36.71
US Agency						
FAMC 0.77 12/6/2024	31422XQV7	0.770	996,450.64	996,450.64	985,569.40	0.44
FAMC 1.57 2/18/2025	31422XUH3	1.570	1,000,000.00	1,000,000.00	985,960.00	0.44
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	958,810.00	0.44
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	984,590.00	0.44
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	953,080.00	0.44
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	941,900.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	943,750.00	0.44
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,930,860.00	0.88
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	951,360.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	938,360.00	0.44
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	940,740.00	0.44
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	945,890.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	941,450.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	943,490.00	0.44
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	943,590.00	0.44
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	942,410.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 5 10/18/2027	3130ATH34	5.000	1,000,000.00	1,000,000.00	999,520.00	0.44
FHLB 5 9/27/2024	3130AVJZ6	5.000	1,000,000.00	1,000,000.00	999,760.00	0.44
FHLB 5.125 12/20/2024	3130AUHL1	5.125	1,000,000.00	1,000,000.00	999,230.00	0.44
FHLMC 2.05 3/17/2025	3134GXMJO	2.060	1,000,000.00	999,701.62	986,190.00	0.44
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	998,750.00	0.44
FHLMC 5.1 10/28/2025	3134GX4R2	5.116	1,000,000.00	999,513.00	999,140.00	0.44
FHLMC 5.2 2/24/2026	3134GYH96	5.259	500,000.00	499,177.36	499,995.00	0.22
FHLMC 5.25 2/17/2026-24	3134GYJ86	5.268	500,000.00	499,750.00	500,010.00	0.22
Sub Total / Average US Agency		2.336	23,996,450.64	23,981,464.89	23,214,404.40	10.58
US Treasury						
T-Bond 1.125 1/22/2025	91282CDS7	1.125	1,000,000.00	1,000,000.00	986,510.00	0.44
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	988,130.00	0.44
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,006,090.00	0.44
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,975,080.00	0.88
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,010,080.00	0.44
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	998,320.00	0.44
Sub Total / Average US Treasury		3.861	7,000,000.00	6,931,624.74	6,964,210.00	3.09
Total / Average		3.659	226,901,564.68	226,809,173.16	225,921,052.39	100

EXHIBIT NO. 3

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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	4.000	6,059,446.72	6,059,446.72	6,059,446.72	80.90
Sub Total / Average Cash		4.000	6,059,446.72	6,059,446.72	6,059,446.72	80.90
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.579	1,430,157.48	1,430,157.48	1,430,157.48	19.10
Sub Total / Average Local Government Investment Pool		4.579	1,430,157.48	1,430,157.48	1,430,157.48	19.10
Total / Average		4.111	7,489,604.20	7,489,604.20	7,489,604.20	100

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready 2024-0737 Intra Budget Transfers 9.17.24.pdf

File #: 2024-0737, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTHS OF JULY AND AUGUST OF 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)

I. SUMMARY

On February 20, 2024 (Item No. 27) Council approved the second reading of Ordinance 24 -2401 amending section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code. Section 2 requires that once per month during a regular City Council meeting, a list of all intradepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council. Staff are presenting to Council a report for Intradepartmental transfers authorized by the City Manager or Designee for the period of June 1, 2024, through June 30, 2024 (Exhibit No. 1).

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

II. RECOMMENDATION

RECEIVE and FILE this information.

III. ALTERNATIVES

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

IV. BACKGROUND

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

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

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

Attached as Exhibit 1 is the Intradepartmental Transfers Report for City Manager or Designee Authority executed in July and August of 2024.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Intradepartmental Transfers for July and August of 2024. (pg. 3)

Prepared by: William Jefferson, Director of Finance

INTRADEPARTMENTAL TRANSFERS

EFFECTIVE DATE	DEPARTMENT	ACCOUNT FROM	AMOUNT FROM	ACCOUNT TO	AMOUNT TO	DESCRIPTION OF TRANSFER
8/6/2024	Public Safety	101-55-592-158-8003	$ 10,000.00	101-55-592-158-6009	$ 10,000.00	To allocate funds for the Animal Control Materials and Supplies account to support the Animal Control Officer
8/20/2024	Public Safety	101-55-593-138-6001	$ 1,500.00	101-55-592-251-7002	$ 1,500.00	To designate funds for the expense associated with the PSEO's Ford Lightning EV charging stations

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready 2024-0762 City Contracts 9.17.24.pdf

File #: 2024-0762, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD JULY 1, 2024 THROUGH AUGUST 31, 2024 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)

I. SUMMARY

On January 9, 2024 (Item No. 27), Council approved the final reading of Ordinance No. 23-2309 amending various section amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Section 2607 requires that all City Contracts approved under City Manager or Designee (Section 2605) authority be presented to Council monthly. Staff are presenting to Council a report for contracts authorized by the City Manager or Designee for the period July 1, 2024 through August 31, 2024. Due to the cancellation of the August 20, 2024 meeting, this report covers multiple periods.

II. RECOMMENDATION

RECEIVE and FILE this information.

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson (“City”) became a charter city as of November 6, 2018. All charter cities have the right to adopt and enforce ordinances, regulations and laws regarding municipal affairs, subject only to conflicting provisions in the federal and state Constitutions and to preemptive state law (California Constitution, Article XI, Section 5; Domar Elec. Inc. v. City

of Los Angeles, 9 Cal.4th 161 (1994)).

On February 8, 2024, the Ordinance No. 23-209 went into effect following the applicable readings and protest period. As a result, one of the changes made to CMC Chapter 6 was the requirement to report all City Contracts entered into by authorization of the City Manager, or Designee, on a monthly basis to the Council.

Attached as Exhibit 1 is the Contract Report for City Manager or Designee Authority executed between July 1, 2024 through August 31, 2024.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - City Manager or Designee Authority (pg. 3)

Prepared by: Josilla Togiola, Purchasing Manager, William Jefferson, Finance Director

Authorized Signatory	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date	Notes
W JEFFERSON	Renewal	24-088	PITNEY BOWES	1020	LEASE AGREEMENT	NASPO VALUEPOINT FMV LEASE AGREEMENT	$19,081.20	FINANCE	7/1/2024	7/1/2029	
D ROBERTS	Original	24-116	HARRELL AND COMPANY ADVISORS LLC	5113	CONSULTANT	CA DEBT & INVESTMENT ADVISORY COMMISSION REPORTS	$40,000.00	FINANCE	7/1/2024	6/30/2027	
D ROBERTS	Original	24-138	THE WALKING MAN INC	562	CONSULTANT	ON-CALL FLYER DISTRIBUTION	$45,000.00	FINANCE	7/1/2024	6/30/2027	
S NAASEH	Original	24-166	TELECOM LAW FIRM PC	5079	CONSULTANT	ON-CALL WIRELESS APPLICATION REVIEW	$3,000.00	COMMUNITY DEVELOPMENT	7/9/2024	7/8/2025	
S NAASEH	Amendment No. 1	24-166	TELECOM LAW FIRM PC	5079	CONSULTANT	ON-CALL WIRELESS APPLICATION REVIEW	$10,000.00	COMMUNITY DEVELOPMENT	7/9/2024	7/8/2025	
M WHITTIKER	Original	24-180	ABILITY FIRST	801	LICENSE AGREEMENT	SWIMMING FACILITIES LICENSE AGREEMENT	$3,750.00	COMMUNITY SERVICES	7/22/2024	12/31/2024	
D ROBERTS	Original	24-168	LEARNING TREE INTERNATIONAL USA, INC.	8171	CONSULTANT	ITIL TRAINING CAMP	$18,407.00	IT	7/24/2024	7/23/2025	
D ROBERTS	Original	24-176	NTH GENERATION COMPUTING, INC.	8358	CONSULTANT	ONE-TIME DATA MIGRATION	$65,760.00	IT	8/5/2024	8/4/2025	
D ROBERTS	Original	24-197	ILLUMA ELECTRIC DESIGN LLC	8284	CONSULTANT	NEW FLAGPOLE CABLE & ASSEMBLY INSTALLATION	$6,268.00	COMMUNITY SERVICES	8/14/2024	8/13/2025	
M WHITTIKER	Original	24-160	JOHN D LOYOLA	7499	EVENT SERVICE PROVIDE AGREEMENT	2024 CSCA WELCOME DINNER	$200.00	ISPM	07/29/24 *		
T RAHMANI	Original	24-172	NICHOLAS MILLER	7462	EVENT SERVICE PROVIDE AGREEMENT	CSCA FAREWELL DINNER	$500.00	ISPM	08/05/24 *		
M WHITTIKER	Original	24-174	BROADCAST SUPPORT INC	4297	EVENT SERVICE PROVIDE AGREEMENT	2024 ONCE ON THIS ISLAND JR MUSICAL	$1,725.00	COMMUNITY SERVICES	08/09/24 *		
M WHITTIKER	Original	24-163	FAITH MANAGEMENT	8332	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$15,000.00	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-164	ERIC MONDRAGON dba DW3 MUSIC	7994	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$6,000.00	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-192	YATAE A. LEWIS	8247	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$4,000.00	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-194	JANICE BALASTA JAVIER	8365	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$1,500.00	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-195	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$650.00	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-196	MAURILIO CENDEJAS MORALES	7999	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$1,639.82	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-201	DE'ANTE DUCKETT	8364	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$2,500.00	COMMUNITY SERVICES	08/24/2024 *		
M WHITTIKER	Original	24-191	VIBE COLLECTIVE AGENCY LLC	8362	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$13,500.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-193	ERIC B. TALBERT	8351	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$7,500.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-200	ELAINE GIBBS	8360	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$3,000.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-202	LOUISIANA TO LOS ANGELES ORGANIZING COM	8017	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$500.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-203	KENNETH C SARA	7586	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$1,200.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-207	DAVID DESHAWN LEE JR DBA AMAZIBOOTH	7962	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$900.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-209	MIXONE SOUND	2703	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$7,000.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-210	KHADIJAH BLANCHE-DIOP	7592	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$2,335.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-213	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$650.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-214	MICHAEL ANTHONY PHILLIPS	8339	EVENT SERVICE PROVIDE AGREEMENT	2024 CAJUN BLUES FEST - WHITE LINEN AFFAIR	$3,750.00	COMMUNITY SERVICES	09/07/2024 *		
M WHITTIKER	Original	24-198	JUAN CARLOS REYNOSO	7648	EVENT SERVICE PROVIDE AGREEMENT	2024 COUNTRY WESTERN FAIR	$900.00	COMMUNITY SERVICES	09/13/2024 *		
M WHITTIKER	Original	24-199	THEMIS VIOLARIS	8361	EVENT SERVICE PROVIDE AGREEMENT	2024 COUNTRY WESTERN FAIR	$15,000.00	COMMUNITY SERVICES	09/13/2024 *		
M WHITTIKER	Original	24-208	WILLIE ROBINSON	7997	EVENT SERVICE PROVIDE AGREEMENT	2024 COUNTRY WESTERN FAIR	$2,500.00	COMMUNITY SERVICES	09/13/2024 *		
M WHITTIKER	Original	24-212	MARK LIDDELL	8373	EVENT SERVICE PROVIDE AGREEMENT	2024 COUNTRY WESTERN FAIR	$250.00	COMMUNITY SERVICES	09/13/2024 *		
M WHITTIKER	Original	24-215	JAMES RENE INTVELD	8372	EVENT SERVICE PROVIDE AGREEMENT	2024 COUNTRY WESTERN FAIR	$3,250.00	COMMUNITY SERVICES	09/13/2024 *		
M WHITTIKER	Original	24-167	RODRIGO RODRIGUEZ DIAZ	5053	EVENT SERVICE PROVIDE AGREEMENT	2024 MARIACHI FIESTA	$390.00	COMMUNITY SERVICES	09/27/2024 *		
M WHITTIKER	Original	24-178	CARLOS PARRA	8350	EVENT SERVICE PROVIDE AGREEMENT	2024 MARIACHI FIESTA	$3,000.00	COMMUNITY SERVICES	09/27/2024 *		
M WHITTIKER	Original	24-179	SALVADOR ORTEGA	7581	EVENT SERVICE PROVIDE AGREEMENT	2024 MARIACHI FIESTA	$400.00	COMMUNITY SERVICES	09/27/2024 *		
M WHITTIKER	Original	24-162	STEVEN D. SHOEMAKER	7585	EVENT SERVICE PROVIDE AGREEMENT	2024 MARIACHI FIESTA	$1,450.00	COMMUNITY SERVICES	09/27/24 *		
M WHITTIKER	Original	24-170	LUIS GOMEZ DBA FULLRANGE PRODUCTIONS	7995	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$5,585.00	COMMUNITY SERVICES	8/24/2024 *		
M WHITTIKER	Original	24-181	CLAUDETTE LEMUS	8333	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$1,500.00	COMMUNITY SERVICES	8/24/2024 *		
M WHITTIKER	Original	24-182	AUNDRAE RUSSELL	8000	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$1,000.00	COMMUNITY SERVICES	8/24/2024 *		
M WHITTIKER	Original	24-183	ERICA R. BECKWITH	8359	EVENT SERVICE PROVIDE AGREEMENT	2024 FAMFEST	$2,000.00	COMMUNITY SERVICES	8/24/2024 *		
D ROBERTS	Original	24-175	NORBERT DE LENDORFF	8041	CONSULTANT	DESIGN FIBER OPTICS PLAN	$62,000.00	IT	8/6/2024		

* = One-time event-related service agreement.

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready File 2024-0738 Continuing Appropriations 9.17.24.pdf

File #: 2024-0738, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

FISCAL YEAR 2023-2024 YEAR-END CONTINUING APPROPRIATIONS (CITY COUNCIL)

I. SUMMARY

At the close of each fiscal year, the staff compiles a list of budgeted appropriations recommended for carryover into the next fiscal year. This list, known as the Proposed Continuing Appropriations (Exhibit No. 1: Capital Improvement Projects; Exhibit No. 2: General Fund and Non-Departmental, Exhibit No. 3: Special Revenues), highlights Capital Projects that are either incomplete or have experienced delays, grants, as well as invoices for services provided during the last fiscal year but received after the year-end close. In some instances, the unspent budget from the previous year must be carried forward to ensure funding for the project's completion.

The primary purpose of this report is to request continuing appropriations for a variety of projects from every department. There is no fiscal impact associated with the request.

II. RECOMMENDATION

Waive further reading and adopt:

1. RESOLUTION NO. 24-085, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2024-2025; and

2. RESOLUTION NO. 24-086, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2023-2024.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The staff has established a carryover review process where departments are required to submit justification and funding sources for any unencumbered, available funds they wish to carry over. The final list of continued appropriations, outlined in Exhibit No. 1 (Capital Improvement Projects), Exhibit No. 2 (General Fund), and Exhibit No. 3 (Special Revenues), is adopted by the City Council in September and becomes part of the City's Fiscal Year 2024-2025 annual budget.

Each year, during the budget development process, staff reviews and evaluates project priorities, available funding, and makes necessary adjustments to stay within the resources available. The Capital Improvement Program (CIP) is a dynamic plan that is updated annually to reflect the changing needs, priorities, and funding opportunities of the community, ensuring that the infrastructure supports the City Council's mission, vision, and priorities. For Fiscal Year 2023-2024, the City of Carson approved an amended budget of $66.5 million for the CIP, of which $23.5 million (35% of the budget) was expensed, leaving a balance of $43 million at the close of the fiscal year.

Exhibit 1 in the report lists requests to carry over unused budget for Capital Projects that are either incomplete or delayed, as well as invoices received after the fiscal year-end for services rendered in the previous fiscal year.

- Public Works Department: $10.2 million from various special revenue funding sources for ongoing CIP projects.

Exhibit 2 outlines various departmental requests for continued appropriations from the General Fund, summarized as follows:

- Community Development Department: $936,255 in unspent FY 2023-2024 funds for the Community Development Façade Program, allowing the City to reimburse businesses up to 50% of improvement costs.

- Community Services Department: $115,561 requested in FY 2023-2024 for continued appropriation.

- Human Resources Department: $222,424 requested, including $214,500 for completing the Class and Comp Study, and various outstanding invoices.

- Public Safety Department: $14,908 requested, covering various expenses including invoices, and ongoing projects.

- Public Works: $360k, for On-Call contracts, related to projects, $44,932 for vehicles (with delivery expected in Q1 2024), $11,540 related to Grant Service.

Exhibit 3 provides various departmental requests for continued appropriations from Special Revenue Funds, summarized as follows:

- City Manager-Housing Division: $1.9M in unspent funding for various Grants related to Housing.

- Community Development Department: $9,010 for African American Cultural Heritage Action Fund Grant

- Public Works Department: $378k in unspent Funds for CIP related projects

Overall, the staff is requesting a total of $14,204,162 to be carried forward. $10,207,064 for the CIP Continued Appropriations (Exhibit No. 1), and $1,705,280 in the General Fund and Non-Departmental (Exhibit No. 2), and $2,291,818 for Special Revenues.

V. FISCAL IMPACT

There is no fiscal impact associated with the carryover requests. If approved, the budget will be reduced in Fiscal Year 2023-2024 and the budget will be increased in Fiscal Year 2024-2025; resulting in no change or impact to the General Fund estimated spending and fund balance.

VI. EXHIBITS

1. CIP Continued Appropriation (pgs. 4-5)
2. General Fund Continued Appropriation (pgs. 6-8)
3. Special Revenue Continued Appropriation (pg. 9)
4. Resolution No. 24-085 to decrease FY 23-24 (pgs. 10-13)
5. Resolution No. 24-086 to increase FY 24-25 (pgs. 14-17)

Prepared by: William Jefferson, Director of Finance

CAPITAL IMPROVEMENT PROJECTS CONTINUED APPROPRIATIONS

PROJECT NAME	FUND NAME	CARRY FORWARD
ANDERSON PARK CONCRETE REPAIR	DIF	$ 472,752
ANDERSON PARK CONCRETE REPAIR	Quimby	$ 222,000
ANNUAL PAVEMENT OVERLAY	Measure M	$ 65,711
ANNUAL PAVEMENT OVERLAY	Measure R	$ 170,738
BRIDGE MAINTENANCE REPAIRS	General Fund	$ 1,546,700
CALAS PARK STORMWATER INFILTRATION	Measure W	$ 40,452
CARRIAGE CREST PARK-STORM DRAIN	Measure W	$ 723,449
CARRIAGE CREST PK - REDEVELOP & DEV	DIF	$ 111,867
CARRIAGE CREST PK - REDEVELOP & DEV	Prop 68	$ 198,736
CARSON ACTIVE TRANSPORTATION PLAN	General Fund	$ 7,605
CARSON ACTIVE TRANSPORTATION PLAN	SB1	$ 201,214
CITY HALL CARPET REPLACEMENT	General Fund	$ 8,426
CITYWIDE ANNUAL CONCRETE REPLACEMEN	Measure M	$ 33,507
CITYWIDE SLURRY SEAL	ARPA	$ 8,165
COMMUNITY CENTER COURTYARD	Quimby	$ 17,388
CONTINGENCY	DIF	$ 38,876
CONTINGENCY	DIF	$ 16,954
CONTINGENCY	DIF	$ 168,809
CONTINGENCY	General Fund	$ 26,213
CONTINGENCY	General Fund	$ 40,390
CONTINGENCY	General Fund	$ 232,005
CONTINGENCY	General Fund	$ 26,770
CONTINGENCY	General Fund	$ 292,464
CONTINGENCY	Measure M	$ 2,989
CONTINGENCY	Measure R	$ 115,521
CONTINGENCY	Measure R	$ -
CONTINGENCY	Prop 68	$ 36,588

Exhibit No. 1

CONTINGENCY	Prop 68	$	90,446
CONTINGENCY	Quimby	$	18,235
DEL AMO BL REHAB CENTRAL TO WILM	General Fund	$	403,723
EV CHARGERS AT CITY CIVIC PKG LOTS	DIF	$	20,000
FOISIA PARK PROP 68 GRANT APPLICAT	DIF	$	161,767
MILLS PARK SHADE COVER	DIF	$	42,891
MILLS PARK SHADE COVER	Prop 68	$	101,748
ON-CALL CONSULTING	General Fund	$	11,257
ON-CALL CONSULTING	General Fund	$	242,128
ON-CALL CONSULTING	General Fund	$	19,880
ON-CALL CONSULTING	General Fund	$	323,248
ON-CALL CONSULTING	General Fund	$	284,150
ON-CALL CONSULTING	General Fund	$	196,542
ON-CALL CONSULTING	General Fund	$	300,000
ON-CALL CONSULTING	General Fund	$	247,082
ON-CALL CONSULTING	General Fund	$	178,934
ON-CALL CONSULTING	General Fund	$	345,596
ON-CALL CONSULTING	General Fund	$	78,709
ON-CALL CONSULTING	General Fund	$	231,397
ON-CALL CONSULTING	General Fund	$	453,497
PUBLIC SAFETY	General Fund	$	1,008,140
SEPULVEDA BLVD WIDENING	COOP	$	34,318
SEPULVEDA BLVD WIDENING	General Fund	$	195,932
STORMWATER FACILITIES & IMP STUDY	Measure W	$	155,974
STORMWATER GREEN STREET ENGINEERING	Measure W	$	186,190
TRAFFIC SIGNAL INSTALLATION	Measure M	$	22,953
TRAFFIC SIGNAL INTERSECTIONUPGRADES	DIF	$	25,834
WILMINGTON I405 INTERCHANGE	Measure R	$	208
Grand Total		**$**	**10,207,064**

GENERAL FUND APPROPRIATIONS INCLUDING NON-DEPARTMENTAL

PROJECT NAME	DEPARTMENT	JUSTIFICATION	CARRY FORWARD
COMMUNITY DEVELOPMENT			
	Community Development	Façade program and consultants (various)	$ 936,255
COMMUNITY SERVICES			
	Community Services	PO issued in May 2024 but scoreboards were not delivered until August. Manufacturer was unable to do installation until scoreboards were delivered. PO#22402177	$ 28,200
	Community Services	Purchase order was issued in March 2024, but the project extends into September 2024. PO#22401818	$ 15,600
	Community Services	PO issued June 2024, but vendor is unable to deliver items until September 2024. PO#22402225	$ 4,865
	Community Services	PO issued January 2024, but items have not been delivered. PO#22401424	$ 3,880
	Community Services	PO issued June 2024 but items were not delivered until August 2024. PO#22402243	$ 6,650
	Community Services	PO issued June 2024, but invoice was not provided until August 2024. PO#22402228	$ 4,964
	Community Services	PO issued June 2024, but vendor is unable to deliver items until after August 2024. PO#22402217	$ 3,528

GENERAL FUND APPROPRIATIONS INCLUDING NON-DEPARTMENTAL

	Community Services	PO issued June 2024 but items will not be delivered until September 2024. PO#22402301	$ 46,873
	Community Services	Received invoice for $1,640.14 after Samoan Heritage Day event. BPO#22400688 Line 5 Samoan Heritage Day - $1,000 and Line 11 - Memorial Day $640.14.	$ 1,000
EQUIPMENT PURCHASE			
	Public Works	Remaining 2024 Chevrolet Colorado Truck	$ 44,939
GRANT SERVICE			
	Public Works	Contract 24-015; SB 1383 Compliance	$ 11,540
HUMAN RESOURCES			
	Human Resources	Outstanding invoices Segal Company - Class & Comp Study PO 22400907, State of CA DOJ Live Scans PO 22500120	$ 214,500
	Human Resources	Overlapping Employee Relations Services AALRR PO 22401935, Stafford HR Consulting PO 22500391	$ 7,924
ON-CALL CONSULTING			
	Public Works	CSG PO22401611	$ 120,250
	Public Works	FCG PO22401613	$ 35,654
	Public Works	Totum PO22401482	$ 63,635
	Public Works	Transtech PO22401487	$ 3,785

GENERAL FUND APPROPRIATIONS INCLUDING NON-DEPARTMENTAL

	Public Works	WGZimmerman Engineering	$ 77,237
	Public Works	Z&K (CM)	$ 7,624
	Public Works	Back-ordered item, invoice sent for payment	$ 4,638
	Public Works	Contract 22-218	$ 7,303
	Public Works	Contract 21-073; CC File ID 2023-0634 - Resolution #23-175	$ 39,526
PUBLIC SAFETY			
	Public Safety	PO22402238 Climatec work pending completion	$ 4,544
	Public Safety	PO22401234 Witt O'Brien Hazard Mitigation Plan	$ 10,363
Grand Total			**$ 1,705,280**

SPECIAL REVENUE

PROJECT NAME	FUND NAME	CARRY FORWARD
CARSON ST REHABILITATION SB1	**Gas Tax**	$ 2,627
COMMUNITY DEVELOPMENT	**Special Revenue**	$ 9,010
CONTINGENCY	**Gas Tax**	$ 365,100
HOUSING	**CDBG**	$ 69,045
HOUSING	**CDBG**	$ 351,908
HOUSING	**CDBG**	$ 59,666
HOUSING	**CDBG**	$ 13,180
HOUSING	**CDBG**	$ 26,403
HOUSING	**CDBG**	$ 285,896
HOUSING	**CDBG**	$ 10,657
HOUSING	**CDBG**	$ 40,235
HOUSING	**Housing Rehab Program**	$ 577,263
HOUSING	**Housing Rehab Program**	$ 444,338
HOUSING	**Housing Rehab Program**	$ 26,599
WILMINGTON I405 INTERCHANGE	**Gas Tax**	$ 9,891
Grand Total		**$ 2,291,818**

Exhibit No. 3

RESOLUTION NO. 24-085

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2023/24 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2024/25

WHEREAS, the City Council adopted the Fiscal Year 2024/25 budget on June 18, 2024 for the General Fund and Special Revenue Funds of the City via Resolution No. 24-056; and

WHEREAS, the FY 23/24 budget included appropriations for non-recurring projects that have not been completed, as well as appropriations that have not fully spent; and

WHEREAS, staff recommends to continue certain unspent FY 23/24 appropriations over to FY 24/25; and

WHEREAS, the City Council has determined it necessary to amend the FY 23/24 budget in various funds of the City.

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

Section 1. The following reductions will be made to the City's FY23/24 budget.

DEPARTMENT	FUND	DECREASE
Community Development	101-70-701-100-6004	$936,255
Community Development	211-70-999-999-6004	$9,010
Community Services	101-90-901-100-6004	$15,600
Community Services	101-90-901-100-6009	$28,200
Community Services	101-90-950-324-6009	$4,865
Community Services	101-90-950-604-6009	$10,531
Community Services	101-90-950-619-6009	$4,964
Community Services	101-90-950-620-6009	$3,528
Community Services	101-90-950-680-6009	$46,873
Community Services	244-90-950-709-6004	$1,000
Housing	215-50-720-100-5001	$69,045
Housing	215-50-720-100-6004	$26,403
Housing	215-50-720-964-6004	$13,180
Housing	215-50-720-964-6062	$285,896

Housing	215-50-720-968-6062	$392,143
Housing	215-50-720-968-6063	$59,666
Housing	215-50-720-980-6004	$10,657
Housing	221-50-790-711-6004	$470,937
Housing	221-50-790-712-6004	$577,263
Human Resources	101-65-650-100-6004	$214,500
Human Resources	101-65-680-100-6004	$7,924
Public Safety	101-55-592-127-6004	$4,544
Public Safety	101-55-593-138-6004	$10,363
Public Safety	101-99-999-904-8012	$1,008,140
Public Works	101-80-999-904-6004	$19,880
Public Works	101-99-999-100-6004	$3,252,192
Public Works	101-99-999-904-6004	$52,983
Public Works	101-99-999-904-8008-	$8,426
Public Works	101-99-999-904-8009	$232,005
Public Works	101-99-999-904-8009-	$2,486,814
Public Works	205-80-801-100-6004	$11,540
Public Works	212-80-840-281-6004-	$9,891
Public Works	212-80-840-281-8009-	$367,727
Public Works	216-80-820-904-8008-	$257,623
Public Works	254-80-820-904-8009-	$286,467
Public Works	268-80-820-904-6004-	$141,226
Public Works	268-80-820-904-8008	$90,446
Public Works	268-80-820-904-8008-	$195,845
Public Works	281-80-820-904-8009-	$99,218
Public Works	281-80-820-904-8023-	$25,941
Public Works	284-80-820-904-8009-	$34,318

Public Works	288-80-820-904-8009-	$201,214
Public Works	289-80-820-904-8008	$42,891
Public Works	289-80-820-904-8008-	$332,509
Public Works	289-80-820-904-8009-	$434,904
Public Works	289-80-820-904-8019-	$206,658
Public Works	289-80-820-904-8023-	$42,788
Public Works	295-80-820-904-8011	$723,449
Public Works	295-80-820-904-8011-	$382,616
Public Works	299-80-820-904-7020-	$8,165
Public Works	638-99-999-999-8003	$44,939
Grand Total		**$14,204,162**

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY24/25 budget on file, and effective as of September 17, 2024, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2024.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-085 adopted by the City of Carson City Council at its meeting held on September 17, 2024, by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMEBES: None
ABSENT: COUNCIL MEMBERS: None

_____
Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 24-086

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024/25 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2023/24

WHEREAS, the City Council adopted the Fiscal Year 2024/25 budget on June 18, 2024 for the General Fund and Special Revenue Funds of the City via Resolution No. 24-056; and

WHEREAS, the FY 23/24 budget included appropriations for non-recurring projects that have not been completed, as well as appropriations that have not fully spent; and

WHEREAS, staff recommends to continue certain unspent FY 23/24 appropriations over to FY 24/25; and

WHEREAS, the City Council has determined it necessary to amend the FY 24/25 budget in various funds of the City.

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

Section 1. The following increases will be made to the City's FY24/25 budget.

DEPARTMENT	FUND	INCREASE
Community Development	101-70-701-100-6004	$936,255
Community Development	211-70-999-999-6004	$9,010
Community Services	101-90-901-100-6004	$15,600
Community Services	101-90-901-100-6009	$28,200
Community Services	101-90-950-324-6009	$4,865
Community Services	101-90-950-604-6009	$10,531
Community Services	101-90-950-619-6009	$4,964
Community Services	101-90-950-620-6009	$3,528
Community Services	101-90-950-680-6009	$46,873
Community Services	244-90-950-709-6004	$1,000
Housing	215-50-720-100-5001	$69,045
Housing	215-50-720-100-6004	$26,403
Housing	215-50-720-964-6004	$13,180
Housing	215-50-720-964-6062	$285,896

Housing	215-50-720-968-6062	$392,143
Housing	215-50-720-968-6063	$59,666
Housing	215-50-720-980-6004	$10,657
Housing	221-50-790-711-6004	$470,937
Housing	221-50-790-712-6004	$577,263
Human Resources	101-65-650-100-6004	$214,500
Human Resources	101-65-680-100-6004	$7,924
Public Safety	101-55-592-127-6004	$4,544
Public Safety	101-55-593-138-6004	$10,363
Public Safety	101-99-999-904-8012	$1,008,140
Public Works	101-80-999-904-6004	$19,880
Public Works	101-99-999-100-6004	$3,252,192
Public Works	101-99-999-904-6004	$52,983
Public Works	101-99-999-904-8008-	$8,426
Public Works	101-99-999-904-8009	$232,005
Public Works	101-99-999-904-8009-	$2,486,814
Public Works	205-80-801-100-6004	$11,540
Public Works	212-80-840-281-6004-	$9,891
Public Works	212-80-840-281-8009-	$367,727
Public Works	216-80-820-904-8008-	$257,623
Public Works	254-80-820-904-8009-	$286,467
Public Works	268-80-820-904-6004-	$141,226
Public Works	268-80-820-904-8008	$90,446
Public Works	268-80-820-904-8008-	$195,845
Public Works	281-80-820-904-8009-	$99,218
Public Works	281-80-820-904-8023-	$25,941
Public Works	284-80-820-904-8009-	$34,318

Public Works	288-80-820-904-8009-	$201,214
Public Works	289-80-820-904-8008	$42,891
Public Works	289-80-820-904-8008-	$332,509
Public Works	289-80-820-904-8009-	$434,904
Public Works	289-80-820-904-8019-	$206,658
Public Works	289-80-820-904-8023-	$42,788
Public Works	295-80-820-904-8011	$723,449
Public Works	295-80-820-904-8011-	$382,616
Public Works	299-80-820-904-7020-	$8,165
Public Works	638-99-999-999-8003	$44,939
Grand Total		**$14,204,162**

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY24/25 budget on file, and effective as of September 17, 2024, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2024.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-085 adopted by the City of Carson City Council at its meeting held on September 17, 2024, by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMEBES: None
ABSENT: COUNCIL MEMBERS: None

_____
Dr. Khaleah K. Bradshaw, City Clerk

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

No.2024-0771.pdf

File #: 2024-0771, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER ADOPTING RESOLUTION NO. 24-092 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 VARIOUS CAPITAL PROJECTS TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS (CITY COUNCIL)

I. SUMMARY

On July 16, 2024, the City Council and the Carson Public Financing Authority authorized and directed execution of certain financing documents and directed certain related actions in connection with the issuance of its 2024 Lease Revenue Bonds in an aggregate principal amount not to exceed $92,000,000. This strategy was intended to provide immediate funding for high priority capital projects without depleting the City's General Fund Reserves.

On September 12, 2024, bond revenues were to be deposited into the General Fund Reserve ahead of this meeting. As such, staff is seeking City Council approval to allocate proceeds from the Lease Revenue Bonds, now in the City's General Fund Reserve, to various capital projects. Consequently, staff is requesting City Council approve amendment of the Fiscal Year 2024-25 5-year Capital Improvement Program to reflect the high priority projects not previously listed.

II. RECOMMENDATION

ADOPT Resolution No. 24-092 "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 VARIOUS CAPITAL PROJECTS TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS".

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council as allowed by law.**IV. BACKGROUND**

On July 16, 2024 the City Council and the Carson Public Financing Authority adopted Resolution Nos. 24-071 and 24-01-CPFA respectively, authorizing and directing execution of certain financing documents and directing certain related actions in connection with the issuance of its 2024 Lease Revenue Bonds in an aggregate principal amount not to exceed $92,000,000.

Staff has been actively managing various high priority capital projects to be funded by the proceeds of the Lease Revenue Bonds in anticipation of the funds being deposited into city accounts. Several of these projects were not originally included in the adopted Fiscal Year 2024-25 5-year Capital Improvement Program. Notably, on July 2, 2024 the City Council amended the City's Fiscal Year 2024-25 budget (via Resolution No. 24-067) and Capital Improvements Program to incorporate Project No. 1731: City Hall Basement/Emergency Operations Center Renovations. That action also included a budget amendment to transfer and borrow funds from various other capital projects to ensure there were funds available to immediately fund the project.

As a result, staff is requesting approval of a new budget amendment to reimburse the various capital projects accounts that were reduced by Resolution No. 24-067. Additionally, the budget amendment is seeking to allocate funds to the various high priority capital projects as follows:

Project Name/No.	Amount
Carriage Crest - PW1368	$10,436,995.00
Comm Ctr - PW1726	$9,000,000.00
Comm Ctr Coiling Wall - PW1632	$1,484,000.00
Security Cameras Phase III - PW1674	$1,500,000.00
Mills Park Rec Ctr - PW1795	$2,189,854.00
Foisia Park - PW1610	$7,750,000.00
Anderson Park - PW1718	$1,307,000.00
City Hall Restrooms - PW1786	$1,697,000.00
Street Paving - PW1791	$15,000,000.00
EOC Renovation - PW1731	$206,000.00

Finally, staff is requesting an amendment to the Fiscal Year 2024-25 5-year Capital Improvement Program by adding the following:

Add Project No. PW1795 - Mills Park Recreation Center Renovations

Add Project No. PW1794 - Council Chambers AV Improvements

Add Project No. 1786 - City Hall Bathrooms and Kitchenettes

Add Project No. 1632 - Community Center Coiling Wall

At the time of authoring this report, the City was scheduled to receive all funds from the Lease Revenue Bonds on September 12, 2024, after which staff will deposit into the City General Fund Reserve. By the date of this public City Council meeting, sufficient funds will be available to allocate to the projects referenced in this staff report via Resolution No. 24-092.

V. FISCAL IMPACT

Staff is requesting a budget amendment of $56,870,849.00 from the General Fund Reserve to fund the various high priority capital projects, as outlined in Resolution No. 24-092 (Exhibit 1).

VI. EXHIBITS

1. Resolution 24-092 (pgs. 4-6)

2. Amended FY24/25 CIP (pgs. 7-15)

1.

Prepared by: Dr. Arlington Rodgers, Jr., Public Works Director; William Jefferson, Finance Director; Dr. Robert Lennox, Assistant City Manager

RESOLUTION NO. 24-092

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 VARIOUS CAPITAL PROJECTS TO BE FUNDED BY THE 2024 LEASE REVENUE BONDS

WHEREAS, the City Council adopted the City's Fiscal Year (FY) 2024-25 budget on June 18, 2024 via Resolution No. 24-056; and

WHEREAS, the City Council amended the City's Fiscal Year (FY) 2024-25 budget and Capital Improvements Program on July 2, 2024 via Resolution No. 24-067 to incorporate Project No. 1731: City Hall Basement/Emergency Operations Center Renovations; and

WHEREAS, on July 16, 2024 the City Council and the Carson Public Financing Authority adopted Resolution Nos. 24-071 and 24-01-CPFA respectively, authorizing and directing execution of certain financing documents and directing certain related actions in connection with the issuance of its 2024 Lease Revenue Bonds in an aggregate principal amount not to exceed $92,000,000; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget to allocate the 2024 Lease Revenue Bonds funding; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 Capital Improvement Program to incorporate new projects identified to be funded by the 2024 Lease Revenue Bonds; and

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

Section 1. The following amendment(s) will be made to the City's FY2024-25 budget:

Repayment from Project No. PW1731 per Resolution No. 24-067 (EOC Renovation - $6,300,000):

Account	**Division/Object Description**	**Increase/(Decrease)**
Fund 3601	General Fund Reserve	($6,300,000.00)
289-80-820-904-8009-PW1753	DIF Funds – PW1753	$1,816,000.00
289-80-820-904-8008-PW1648	DIF Park – PW1648	$1,680,494.00
101-99-999-904-8009-PW1694	CIP-Gen Fund – PW 1694	$1,319,506.00
289-80-820-904-8023-PW1784	DIF Transportation – PW1784	$600,000.00
289-80-820-904-8009-PW1715	DIF Administration – PW1715	$400,000.00
289-80-820-904-6004-PW1748	DIF Government Buildings – PW1748	$300,000.00
289-80-820-904-8019-PW1536	DIF Traffic – PW1536	$184,000.00

Bond Funding to new and existing capital projects:

Account	Division/Object Description	Increase/(Decrease)
Fund 3601	General Fund Reserve	($50,570,849.00)
101-99-999-904-8008-PW1368	Carriage Crest – PW1368	$10,436,995.00
101-99-999-904-8008-PW1726	Comm Ctr – PW1726	$9,000,000.00
101-99-999-904-8005-PW1632	Comm Ctr Coiling Wall -PW1632	$1,484,000.00
101-99-999-904-8008-PW1674	Security Cameras Phase III – PW1674	$1,500,000.00
101-99-999-904-8008-PW1795	Mills Park Rec Ctr – PW1795	$2,189,854.00
101-99-999-904-8008-PW1610	Foisia Park – PW1610	$7,750,000.00
101-99-999-904-8008-PW1718	Anderson Park – PW1718	$1,307,000.00
101-99-999-904-8005-PW1786	City Hall Restrooms – PW1786	$1,697,000.00
101-99-999-904-8009-PW1791	Street Paving – PW1791	$15,000,000.00
101-99-999-904-6004-PW1731	Basement/EOC Renovation – PW1731	$206,000.00

Section 2. The following amendment(s) will be made to the City's FY2024-25 Capital Improvement Program:

Add Project No. PW1795 – Mills Park Recreation Center Renovations
Add Project No. PW1794 – Council Chambers AV Improvements
Add Project No. PW1786 – City Hall Restrooms & Kitchenettes
Add project No. PW1632 – Community Center Coiling Wall

Section 3. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2024-25 budget on file, and effective as of September 17, 2024, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 17th day of September 2024.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-092 adopted by the City of Carson City Council at its meeting held on September 17, 2024, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal. 1	CC Previously Approved Projects	$ 14,500,000	$1,500,000	$ -	$ -	$ -	$ -	2, 4	COOP - Fund 284
							$4,696					2, 4	Measure M PS&E - Fund 283
							$0	$ 3,500,000	$ -	$ -	$ -	2, 4	DIF Traffic (4941)
1 Construction	PW0919	Roadways	Wilmington /I-405 Fwy Interchange	Installation of improvements needed to provide easy access to the existing pull boxes located under the existing bridge necessary to maintain the traffic signall at the intersection of 223rd and Wilmington. 1	CC Previously Approved Projects	$ 300,000	$0	$ -	$ -	$ -	$ -	4	Gas Tax - Fund 212
							$0						Measure R
1 Construction	**PW1368**	**Parks**	****Carriage Crest Park Expansion and Improvement Project**	**Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund) 1**	**CC Previously Approved Projects**	**$ 23,468,092**	**$12,460,709**	**$ -**	**$ -**	**$ -**	**$ -**	**2**	**OGALS - Fund 268**
							$6,400,000	**$ 4,607,383**	**$ -**	**$ -**	**$ -**	**2**	**General Fund**
1 Construction	PW1393-4	Roadways	Main Street Improvement from Carson St to Victoria	Citywide Annual Overlay Program - Main Street - Carson to Victoria. The project includes grinding existing asphalt pavement and overlay with ARHM to extend life of the pavement. 1	CC Previously Approved Projects	$ 3,600,000	$190,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	Measure R - Fund 254
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	Measure M - Fund 281
1 Construction	PW1411-4	Roadways	Main Street Concrete Improvement from Carson St to Victoria	Annual concrete program - Main Street: Carson to Victoria. Concrete reconstruction, tree removal and replacement, repair of damagesidewalk, driveway approaches, curbs and gutter, access ramps to meet the requirements of ADA.	CC Previously Approved Projects	$ 500,000	$0	$ -	$ -	$ -	$ -	0	Measure M - Fund 281
1 Construction	PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	CC Previously Approved Projects	$ 22,110,713	$500,000	$ -	$ -	$ -	$ -	2	Measure W
1 Construction	**PW1610**	**Parks**	****Foisia Park Design and Construction**	**Design - Various upgrades to park facility. Competitave Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1**	**CC Previously Approved Projects**	**$ 12,757,062**	**$4,250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**OGALS**
							$800,000	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**DIF**
							$7,750,000	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**General Fund**

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1614	Traffic	Traffic Signal Installation - Del Amo Bl at Stamps Dr	Traffic signal installation at intersection of Del Amo and Stamps - The project includes the installation of complete traffic signal system on all three legs of intersection. The project will improve safety for pedestrians and vehicles coming in and out of the residential community located on the northside of Del Amo. It will also serve the patrons of the future commercial development located on the south side of Del Amo.	CC Previously Approved Projects	$ 1,200,000	$20,000	$ 1,180,000	$ -	$ -	$ -	1	DIF Traffic (4941)
1 Construction	PW1630	Parks	**Anderson Park Electrical Panel-Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	CC Previously Approved Projects	$ 75,000	$75,000	$ -	$ -	$ -	$ -	3	Park Development (Quimby Fund 216)
1 Construction	**PW1632**	**Buildings**	**Community Center Coiling Wall & Seismic Analysis**	**Repair coiling wall at Community Center Main Hall - Seismic Analysis**	**CC Previously Approved Projects**	**$ 1,484,000**	**$1,484,000**	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**General Fund**
1 Construction	PW1642	Roadways	Del Amo Blvd Rehabilitation - Central to Wilmington	Del Amo Blvd rehabilitation - Central to Wilmington. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 3,500,000	$145,000	$ -	$ -	$ -	$ -	3	RMRA (SB1) - Fund 288
							$161,000						General Fund
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks (Construction to began at Calas Park 3/23)	CC Previously Approved Projects	$ 1,707,575	$1,707,575	$ -	$ -	$ -	$ -	1, 2, 3, 4	Load Shed - Fund 246
						$ 1,680,494	$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	Park Development (Quimby) - Fund 216
							$1,680,494	$ -	$ -	$ -	$ -	1, 2, 3, 6	DIF: Park & Related Facilities (4942)
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda,Main St and 223rd St, Figueroa St at Torrance Blvd)	CC Previously Approved Projects	$ 2,400,000	$322,350	$ 1,200,000	$ -	$ -	$ -	1, 2, 4	HSIP - Fund ?
							$0	$ -	$ -	$ -	$ -	1, 2, 5	DIF Transportation (4945)
							$877,650	$ -	$ -	$ -	$ -	1, 2, 6	DIF MBK Traffic - Fund 291
1 Construction	PW1657	Traffic	*Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	Traffic Signal Upgrades at 6 Intersections - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St Pending MTA's fuding agreement for construction	CC Previously Approved Projects	$ 3,730,000	$1,865,000	$ 1,865,000	$ -	$ -	$ -	1, 2, 3, 4	Measure R, MTA Award in July 21'
							$0						Measure M
1 Construction	PW1662	Buildings	City Hall Renovation (HVAC & Roof)	Upgrade hvac & roof at city hall and community center	CC Previously Approved Projects	$ 6,612,971	$350,000	$ -	$ -	$ -	$ -	4	Load Shed - Fund 246
1 Construction	PW1667	Traffic	*Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	CC Previously Approved Projects	$ 500,000	$150,000	$ -	$ -	$ -	$ -	1	DIF Traffic (4941)
							$350,000						Measure M Grant

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1674	Parks	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	CC Previously Approved Projects	$ 7,351,975	$1,500,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	
1 Construction	PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	CC Previously Approved Projects	$ 3,000,000	$500,000	$ 2,500,000	$ -	$ -	$ -	1, 2, 3, 4	Measure W - Fund 295
1 Construction	PW1683	Buildings	Park Gym Lighting - Stevenson & Vets	Replace gym and office lighting to led fixtures at both gyms (2 at Vets and Stevenson)	CC Previously Approved Projects	$ 20,000	$0	$ -	$ -	$ -	$ -	1, 2	Local: Quimby
							$0	$ -	$ -	$ -	$ -	1, 2	DIF Utilities & Sustainability (4946)
1 Construction	PW1687	Roadways	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	CC Previously Approved Projects	$ 700,000	$700,000	$ -	$ -	$ -	$ -	2	Measure M Grant
1 Construction	PW1688	Roadways	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	CC Previously Approved Projects	$ 1,000,000	$500,000	$ 500,000	$ -	$ -	$ -	1, 4	Measure R - Fund 254
							$0						Measure M - Fund 281
1 Construction	PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 4,500,000	$0	$ 4,500,000	$ -	$ -	$ -	1, 2, 3, 4	UNFUNDED
1 Construction	PW1693	Buildings	****Electric Vehicle Charging Infrastructure	Install 128 EV Chargers in City Parks. At City Hall install EV Charger infrastructure and charging equipment. SCE Charge Ready Program - Assume SCE will cover all infrastructure.	CC Previously Approved Projects	$ 1,500,000	$1,500,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	SCE Charge Ready
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	DIF Utilities & Sustainability (4946)
1 Construction	PW1694	Roadways	*Bridge Maint Repair - Various Locations	Maintenance repair on vehicular bridges (20) per recommendation on the inspection report completed by Caltrans and LA County.	CC Previously Approved Projects	$ 1,778,705	$1,778,705	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund
1 Construction	PW1718	Parks	**Anderson Park Concrete Repair	Limited accessibility upgrades compliance. Concrete reconstruction, asphalt concrete pavement reconstruction, new curbs, steps, and added walkways.	CC Previously Approved Projects	$ 1,857,000	$550,000	$ -	$ -	$ -	$ -	3	DIF: Park & Related Facilities (4942)
							$1,307,000	$ -	$ -	$ -	$ -	3	General Fund
1 Construction	PW1722	Roadways	213th St Street Improvement (Avalon to Main)	213th St. Improvement from Avalon to Main. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	Maintenance	$ 3,500,000	$65,093	$ -	$ -	$ -	$ -	1, 2	DIF Traffic (4941)
							$1,086,368						Measure R
							$2,348,539						Measure M

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	New Project	$ 10,000,000	$9,000,000	$ -	$ -	$ -	$ -	4	General Fund
							$1,000,000						DIF: Park & Related Facilities (4942)
1 Construction	PW1729	Buildings	City Hall Interior Lights Upgrade	Remove and Replace existing interior lights and replace with LED.	CC Previously Approved Projects	$ 150,000	$150,000	$ -	$ -	$ -	$ -	4	Load Shed - Fund 246
1 Construction	PW1730	Buildings	EV Chargers at Community Center West Wing	Install EV Charger Level 3 infrastructure and charging equipment at Community Center West Wing	New Project	$ 288,341	$44,000	$ -	$ -	$ -	$ -	4	DIF Utilities & Sustainability (4946)
1 Construction	PW1731	Buildings	EOC/Basement Renovations	Modify CY facility to accommodate for all upgrades required	CC Previously Approved Projects	$ 6,506,000	$6,506,000					4	Geneal Fund
1 Construction	PW1763	Roadways	Citywide Slurry Seal	Citywide Slurry Seal Project	CC Previously Approved Projects	$ 3,500,000	$418,155	$ -	$ -	$ -	$ -	1, 2, 3, 4	ARPA - Fund 299
1 Construction	PW1773	Roadways	CATCP	CARSON ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN (CATCP) Transportation studies and planning work to develop the CAT-CP to bring safety and connectivity to the disadvantaged communities of Carson.	New Project	$ 405,000	$301,344	$ -	$ -	$ -	$ -	1, 2, 3, 4	Grant SB-1
1 Construction	PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	New Project - Unapproved	$ 600,000	$600,000	$ -	$ -	$ -	$ -		DIF Transportation (4945)
1 Construction	PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	CC Previously Approved Projects	$ 1,697,000	$1,697,000	$ -	$ -	$ -	$ -	4	General Fund
1 Construction	PW1787	Buildings	CH Lobby Carpet Replacement	Replacing the carpet and base of the 2nd floor of city hall, 1st floor lobby, and stair access corridor adjacent to the City Clerks office. The project also includes resurfacing the concrete bands throughout the 1st floor.	New Project - Unapproved	$ 150,000	$150,000	$ -			$ -	4	DIF Gov Facilities (4944)
1 Construction	PW1790	Buildings	Community Center Lighting and AV Equipmeny Upgrade	Upgrade existing lighting and AV equipment at Community Center Main Hall.	New Project - Unapproved	$ 1,200,000	$0	$ 1,200,000				4	UNFUNDED- HIGH Priorty
1 Construction	PW1794	Buildings	Council Chambers AV & Lighting	Upgrade AV & Ligting equipment in the Council Chambers	New Project	$ 600,000	$600,000						PEG
1 Construction	PW1795	Parks	Mills Park Rec Center Renovation	Upgrades and Improvements to the Recreation Center at Mills Park	New Project	$ 3,000,000	$183,859 $2,189,854						OGALS General Fund

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1451B	Bikeways	Bike Lane Installation - Carson St, Figueroa, Main St, and Victoria St	Design and construction of 14.6 mile bike lanes on Carson St, Figueroa, Main St, and Victoria St, including median modification to accommodate bike lane buffer zone	CC Previously Approved Projects	$ 7,755,000	$552,333	$ 4,704,667	$ -	$ -	$ -	1, 2, 3, 4	Metro
							$403,000	$ 806,000					HSIP
							$134,400	$ 644,500	$ -	$ -	$ -	1, 2, 3, 4	DIF Transportation (4945)
							$0	$ 510,100					DIF Traffic (4941)
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund, Local Match $148,800
2 Design	PW1452	Bikeways	Bike Lane Installation - 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr	Design and construction of bike lanes on 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr including median modification to accommodate bike lane buffer zone	CC Previously Approved Projects	$ 7,778,000	$594,667	$ 4,789,333	$ -	$ -	$ -	1, 2, 3, 4	Metro
							$376,333	$ 752,667					HSIP
							$125,600	$ 631,900	$ -	$ -	$ -	1, 2, 3, 4	DIF Traffic (4941)
							$0	$ 507,500					DIF Transportation (4945)
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund, Local Match $139,100;
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	CC Previously Approved Projects	$ 9,000,000	$939,464	$ -	$ -	$ -	$ -	3, 4	MTA Grant
							$0	$ -	$ -	$ -	$ -	3, 4	TDA Article 3;)
							$0	$ -	$ -	$ -	$ -	3, 4	DIF Transportation (4945)
							$0	$ 8,060,536	$ -	$ -	$ -	3, 4	General Fund
2 Design	PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy (Metro Funded) Upgrade of curb ramps citywide.	CC Previously Approved Projects	$ 3,451,000	$300,000	$ 3,151,000	$ -	$ -	$ -	3	ATP Cycle 6
2 Design	PW1536	Roadways	Rapid Bus Priority System	Purchase and installation of bus shelters to improve the bus stops at 10 locations along Avalon Blvd and along Victoria Street within the vicinity of the Dignity Health Sports Park and CSUDH campus. The improvement involves covered bus shelters that are illuminated by solar powered batteries, installation of bike racks, repairs of adjacent sidewalks, and wayfinding signage.	CC Previously Approved Projects	$ 524,318	$334,527	$ -	$ -	$ -	$ -	1	MTA Call for Projects, PROP A, Measure M, Net Toll Revenue; ; DIF MBK Traffic or Shuttle
							$189,791						DIF Traffic (4941)
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	CC Previously Approved Projects	$ 5,500,000	$1,069,486	$ -	$ -	$ -	$ -	1, 4	MTA Grant
							$0	$ -	$ -	$ -	$ -	1, 5	TDA Article 3
							$0	$ -	$ -	$ -	$ -	1, 6	DIF Transportation (4945)

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
							$0	$ 4,430,514	$ -	$ -	$ -	1, 7	General Fund
2 Design	PW1608	Roadways	MLK Blvd Improvements	Reconstruction of Martin Luther King Blvd. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	CC Previously Approved Projects	$ 10,000,000	$0	$ 10,000,000	$ -	$ -	$ -	1	UNFUNDED
2 Design	PW1612	Traffic	*Traffic Signal Installation- Broadway and Griffith	Traffic signal installation at Broadway and Griffith	CC Previously Approved Projects	$ 600,000	$100,000	$ 500,000	$ -	$ -	$ -	1	Measure R Grant
							$0	$ -	$ -	$ -	$ -	1	DIF Transportation (4945)
2 Design	PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	CC Previously Approved Projects	$ 400,000	$400,000	$ -	$ -	$ -	$ -	1, 2	Measure MR-MM Bonds - Fund 256
2 Design	PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	CC Previously Approved Projects	$ 600,000	$0	$ -	$ -	$ -	$ -	1	Measure MR-MM Bonds - Fund 256
2 Design	PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	CC Previously Approved Projects	$ 1,500,000	$0	$ -	$ -	$ -	$ -	1	Measure MR-MM Bonds and/or DIF Transportation (4945)
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	CC Previously Approved Projects	$ 19,000,000	$5,000,000	$ 14,000,000	$ -	$ -	$ -	1	Measure MR-MM Bonds - Fund 256
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitationilitaion, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	CC Previously Approved Projects	$ 2,200,000	$0	$ 2,200,000	$ -	$ -	$ -	2, 4	Measure R
							$0	$ -	$ -	$ -	$ -	2, 4	Measure M
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitationilitaion, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	CC Previously Approved Projects		$0	$ -	$ -	$ -	$ -	2, 4	DIF Traffic (4941)
2 Design	PW1624	Roadways	Figueroa Street Improvement - Torrance to 223rd	Figueroa Street Improvement - Torrance to 223rd. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 2,000,000	$0	$ 2,000,000	$ -	$ -	$ -	2	Measure M and/or R
							$4,020,400	**$ -**	**$ -**	**$ -**	**$ -**	**3**	**OGALS**
2 Design	**PW1636**	**Parks**	****Mills Park Renovations**	**Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant**	**CC Previously Approved Projects**	**$ 3,445,254**	**$0**						**DIF: Park & Related Facilities (4942)**
							$0						**Park Development (Quimby Fund 216)**
2 Design	PW1647	Roadways	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	CC Previously Approved Projects	$ 3,520,000	$0	$ 1,019,181	$ -	$ -	$ -	1, 2,	Measure R - Fund 254
							$0	$ 740,819					DIF Transportation (4945)

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
							$0	$ 1,760,000					Metro Expresslane NetToll Revenue Grant
2 Design	PW1671	Parks	**Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630)	CC Previously Approved Projects	$ 100,000	$0	$ -	$ -	$ -	$ -	3	Park Development (Quimby) - Fund 216
2 Design	PW1681	Parks	Pool Building Shelter Cover	Provide covering over open slots in the locker rooms to prevent debries and water from entering (Carson & Foisia pool)	CC Previously Approved Projects	$ 50,000	$0	$ 50,000	$ -	$ -	$ -	1, 4	Local: Quimby
2 Design	PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program.	CC Previously Approved Projects	$ 1,364,143	$165,000	$ -	$ -	$ -	$ -	0	Measure W - Fund 295
2 Design	PW1684	Parks	Wading Pool Demo	Demolition of wading pools at Anderson, Calas, Veterans	CC Previously Approved Projects	$ 100,000	$100,000	$ -	$ -	$ -	$ -	2, 3	Local: Quimby, County Pk, DIF
2 Design	PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	CC Previously Approved Projects		$0	$ -	$ -	$ -	$ -	1	DIF: Park & Related Facilities (4942)
													Park Development (Quimby Fund 216)
2 Design	PW1707	Parks	Stevenson Park Picnic Shelters	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	CC Previously Approved Projects	$ 1,000,000	$0						DIF: Park & Related Facilities (4942)
							$0	$ 1,000,000	$ -	$ -	$ -	1	Park Development (Quimby Fund 216)
2 Design	PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 3,900,000	$0	$ 3,900,000	$ -	$ -	$ -	1	RMRA (SB1) - Fund 288
2 Design	PW1715	Roadways	Medians Plan: Construct & Relandscape Center Medians	Replace and install all new landscape at the center medians located through out the city with drought tolerant plants.	CC Previously Approved Projects, Grants-Eligible	$ 1,500,000	$400,000	$ 1,000,000	$ -	$ -	$ -	1, 2, 3, 4	DIF Administration (4940)
2 Design	PW1723	Buildings	International Sculpture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	New Project	$ 200,000	$0	$ -	$ -	$ -	$ -	4	UNFUNDED
2 Design	PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	New Project	$ 2,000,000	$2,000,000	$ 2,000,000	$ -	$ -	$ -	2	Fed Gov't Appropriation from HUD Grant# B-23-CP-0CA-0076
2 Design	PW1738	Technology	WiFi in Parks	Expand WiFi throughout the parks to have accessibility on fields, parking lots, courts, etc.	CC Previously Approved Projects	$ 350,000	$350,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	ARPA - Fund 299
2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Optimize equipment layout and parking space •Wall and roof repair and insulation at main corporate yard building •Driveway at 18601 S. Main St for alternate Corporate Yard exit •Wash station and compliance requirements •Covered parking, Fire Suppression system at Warehouse and Community Services	CC Previously Approved Projects	$ 4,000,000	$300,000	$ 3,700,000	$ -	$ -	$ -	1	DIF Gov Facilities (4944)
							$0						DIF Gov Facilities (4944)
2 Design	PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	CC Previously Approved Projects	$ 250,000	$250,000	$ -	$ -	$ -	$ -	1	Maybe loadshed or Prop C; DIF Utilities & Sustainability (4946)

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	$ 4,375,000	$1,000,000	$ 1,559,000	$ -	$ -	$ -	1, 3	Surface Transporation Program Local (STPL) $2.7M from STPL
							$1,816,000	$ -					DIF Traffic (4941)
							$0						Measure R
							$0						Measure M
2 Design	PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	$ 4,000,000	$0	$ -	$ 1,350,000	$ -	$ -	2, 4	RMRA (SB1) - Fund 288
2 Design	PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	New Project	$ 800,000	$800,000	$ -	$ -	$ -	$ -	3	Measure R
													Measure M
2 Design	PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	New Project	$ 6,000,000	$500,000	$ 5,500,000	$ -	$ -	$ -	3	LA County Sanitation Districts
2 Design	PW1780	Roadways	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	New Project - Unapproved	$ 3,250,000	$0	$ 3,250,000	$ -	$ -	$ -	1	Metro Grant
2 Design	PW1783	Stormwater	Delford Culvert Replacement	Reconstruct the culvert between Delford Avenue and 226th Place.	New Project - Unapproved	$ 294,470	$0	$ -	$ -	$ -	$ -		General Fund
2 Design	PW1785	Bikeways	Carson Bicycle Master Plan	Carson's Master Bicycle Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	New Project - Unapproved	$ 897,000	$897,000				$ -		ATP Cycle 6
2 Design	PW1788	Stormwater	Del Amo Park Drainage	Evaluate draining for northern portion of del amo park. And prepare PS&E for basketball courts and problematic areas.		$ 3,000,000	$150,000	$ 3,000,000			$ -		Gen-Fun On-call
3 Maintenance	PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 3,120,000	$0	$ -	$ -	$ -	$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	New Project	$ 900,000	$0	$ -	$ -	$ 900,000	$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1426	Roadways	*Citywide Park Slurry Seal Parking Lot, Green Streets & Sustainability	Preventative maintenance for parking lot at all City Parks (12 @$85k)	New Project /Funded Const.	$ 1,020,000	$0	$ -	$ 1,020,000	$ -	$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Carriage Crest, Del Amo, Dolphin, Dominguez, Foisia, Hemingway, Stevenson, Veterans) 26 total	CC Previously Approved Projects	$ 75,000	$0	$ 75,000	$ -	$ -	$ -	1, 2, 3, 4	Local: Quimby
3 Maintenance	PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	CC Previously Approved Projects	$ 200,000	$0	$ 200,000	$ -	$ -	$ -	2	Local: Quimby, County Pk
3 Maintenance	PW1673	Parks	**Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	CC Previously Approved Projects	$ 900,000	$0	$ 450,000	$ 450,000	$ -	$ -	1, 3	Local: Quimby, County Pk DIF: Park & Related Facilities (4942), Park Development (Quimby Fund 216)
3 Maintenance	PW1692	Stormwater	*Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	CC Previously Approved Projects	$ 1,037,500	$207,500	$207,500	$207,500	$207,500	$ -	2	Safe Clean Water $207,500 , General Fund 1:1 Match $207,500

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
			(O&M Carriage Crest Park)		Projects		$207,500	$207,500	$207,500	$207,500			General Fund 1:1 Match $207,500
3 Maintenance	PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	CC Previously Approved Projects	$ 1,870,000	$0	$ 1,870,000	$ -	$ -	$ -	4	UNFUNDED
3 Maintenance	PW1712	Buildings	Park Facility HVAC Installation	Design and Construct - $750k per Gymnasium and Facility	Maintenance	$ 7,500,000	$0	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 1,500,000	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1754	Roadways	Figueroa Street - Torrance to Victoria	Figueroa St. (2.3 miles) Grind and overlay from Torrance to Victoria. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	$ 6,540,000	$0	$ 650,000	$ 5,890,000	$ -	$ -	1, 2	UNFUNDED
3 Maintenance	**PW1791**	**Roadways**	**Street Repair**	**Citywide Street Repair**	**Maintenance**	**$ 32,000,000**	**$15,000,000**	**$ -**					**FUNDED -CIP-GENFUN**
							$116,402,392	**$112,880,100**	**$11,125,000**	**$3,315,000**	**$1,500,000**		

* PW Priority
** CS Priority
**** Front Loaded Project

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda File Id # 2024-0805.pdf

File #: 2024-0805, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER REGARDING ASSEMBLY BILL 98 (CARRILLO, REYES) REGARDING WAREHOUSE AND LOGISTICS USE STANDARDS AND RELATED MATTERS (CITY COUNCIL)

I. SUMMARY

This item transmits a request for the City Council to take a position of opposition and authorize staff to transmit a corresponding letter regarding Assembly Bill 98 (Carrillo, Reyes), the “Warehouse Design and Build Standards Bill.”

Staff recommends the City Council to oppose AB 98 because the measure limits a city’s ability to site a new or expanded use of a logistic use development or warehouse. Local ordinances are already aimed at ensuring zoning regulations are tailored to the unique needs and concerns of our communities. Local jurisdictions are best equipped to determine appropriate setback requirements and conditions for logistic use developments in their cities, rather than be forced to use a one-size-fits-all approach.

This bill, if enacted, would limit new or expanded logistics use developments and warehouses on existing and rezoned industrial sites within 900 feet of sensitive receptors (including homes, hospitals, schools, and public recreational areas) by requiring a 300-to-500-foot setback, 50-to-100-foot buffer zones, and required trucking routes. The bill would also require all local governments to update their circulation elements to include truck routes, signage, parking, and idling, and would authorize the Attorney General to fine local jurisdictions $50,000 every six months if they are not in compliance.

II. RECOMMENDATION

TAKE a position of opposition for Assembly Bill 98 (Carrillo, Reyes) and AUTHORIZE staff to transmit a corresponding letter.

III. ALTERNATIVES

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

IV. BACKGROUND

See letter of opposition included as Exhibit 1.

V. FISCAL IMPACT

No fiscal impact as the purpose of this item is to seek concurrence of the letter, only.

VI. EXHIBITS

1. Letter of Opposition for Assembly Bill 98 (Carrillo, Reyes) (pgs. 3 - 6)
2. Assembly Bill 98 (pgs. 7 - 26)

Prepared by: Michael George, Assistant to the City Manager

EXHIBIT NO. 1

Honorable Governor Gavin Newsom
State Capitol
Sacramento, CA 95814

RE: Warehouse Design and Build Standards Bill (Anticipated to be AB 98)

Notice of OPPOSE (As of the draft RN# 24 21421, August 23, 2024, date stamped 1:12PM)

Dear Honorable Governor Gavin Newsom,

The City of Carson requests that you veto AB 98, as we strongly oppose the forthcoming warehouse bill (as described in the August 23, 2024 draft RN# 24 21421 date stamped at 1:12PM). The bill would limit new or expanded logistics use developments and warehouses on existing and rezoned industrial sites within 900 feet of sensitive receptors (including homes, hospitals, schools, and public recreational areas) unless specific standards are met. The bill would also require all local governments to update their circulation elements logistic use development information, including truck routes, signage, parking, and idling, and would authorize the Attorney General to fine local jurisdictions $50,000 every six months if they are not in compliance.

The process of developing the warehouse bill excluded Cal Cities, county associations, and other key stakeholders. While the bill intentions are aimed at addressing air quality related concerns adjacent to warehouse operations, this problematic gut-and-amend includes stringent requirements that will severely impact the ability for local jurisdictions to site based on unique geographic and community characteristics, and stifles economic and workforce development in their communities.

1. The warehouse bill was negotiated behind closed doors and excluded key stakeholders, including cities and counties.

The policy presented in the warehouse bill goes far beyond previous legislative efforts, including AB 1000 (Reyes) from earlier this year. Not only is the legislation far-reaching, but it has not been fully vetted through the legislative process. No policy committee has deliberated on this bill. Only hand-picked stakeholders were able to have their positions heard, and there has been no public hearings or opportunity for public comment on this substantial policy matter that forces a ‘one-size-fits-all’ approach on communities.

2. The warehouse bill takes local community-based solutions completely off the table.

We are extremely concerned that this measure overly constrains local governments by outright limiting a city's ability to site a new or expanded use of a logistic use development or warehouse that are within 900 feet of a sensitive receptors. Local decision making is essential to ensure zoning regulations are tailored to the unique needs and concerns of various communities. Cities and counties have good neighbor policies and local ordinances that make them better equipped to determine appropriate setback requirements and conditions for logistic use developments based on the specific geographic and regional factors in their communities and allows local governments the ability to engage the public. Cities are actively siting and zoning to prepare for community growth and development. Cities are already planning for housing, lowering vehicle miles traveled, updating climate action plans, zoning for open space and greenbelts, and more. We believe that local governments should retain their abilities to exercise local discretion when siting logistic use developments prior to any state-mandated conditions being required.

3. The warehouse bill creates an uneven playing field for local governments, creating winners and losers based on geography, hampering employment opportunities, and limiting future economic growth.

The warehouse bill establishes a tiered framework that applies different setback requirements and warehouse conditions depending on existing industrial or re-zoned sites across the state. This would make logistic use and warehouse developments in certain cities or counties more attractive compared to other cities or counties. This uneven playing field will benefit certain local governments to the detriment of others, in some cases solely based on geographic differences, hindering the ability of cities and counties to provide future job opportunities for their communities.

Additionally, several definitions in the bill would make the implementation of the measure extremely complex and remain problematic. The definition of 'logistic use' would include that the development may incidentally serve retail customers for onsite purchases and the bill also states that a logistic use development may not sell directly to consumers. This is contradictory and misleading. Similar, the definition of 'sensitive receptor' would include schools. Local governments are not responsible for the siting of schools and therefore would have no control should a school re-locate directly adjacent to a logistic use development or warehouse.

4. The warehouse bill proposes a cart-before-the-horse approach that lacks science-based evidence for the standards imposed.

The warehouse bill would require the South Coast Air Quality Management District (SCAQMD) to deploy mobile air monitoring systems within the counties of Riverside and San Bernardino beginning January 1, 2026 to January 1, 2032 and after conducting an air modeling analysis to evaluate the impact of air pollution on sensitive receptors from logistic use development operations, submit findings to the legislature by January 1, 2033. It is pre-emptive to require such stringent standards, including setback distances, when sound scientific data hasn't been collected and isn't available to justify these prescriptive requirements. Further, it is unclear why a bill with statewide standards and conditions would not require air quality monitoring and modeling across

the state to ensure such standards are in fact effectuating the change the bill intends to seek statewide.

The stringent standards in the bill are new and compounding on existing laws and regulations that local governments are already complying with. Without sound science backing the need for additional requirements, the warehouse bill would simply provide greater constrains that will hurt local communities. As noted, cities are already addressing environmental impacts by complying with existing regulatory frameworks such as 1) implementing the California Environmental Quality Act (CEQA), 2) developing regional transportation and land use plans through regional council of governments, 3) implementing the Advanced Clean Fleet (ACF) regulations promulgated by the California Air Resources Board, and 4) meeting existing rules related to air quality standards, such as by the SCAQMD, which has established regulations to limit emissions from certain types of businesses, including logistics and warehouse facilities. Ultimately, this bill would set a precedent of usurping local control without a sound scientific basis.

5. The required circulation element update is extensive and triggers existing statutory requirements in the circulation element to now be updated based on the new deadlines included in the bill.

The warehouse bill would require all local governments to update their circulation element with truck routing information by either January 1, 2028 or, if located in San Bernardino and Riverside counties, by January 1, 2026. This would require a local government to make these updates within two years and for the Inland Empire region, within one year of the statute coming into effect. The circulation element update would be required and would result in costly fines if not completed. However, the bill is not abundantly clear that cities and counties can disapprove a logistic use facility development from moving forward. Therefore, the bill thrusts extensive provisions onto local governments with no regard to the actual development of logistic uses and warehouses in their communities.

An unintended consequence of the warehouse bill would trigger that, based on the deadlines in the bill, existing statute that requires cities and counties to update their circulation element with protective safety measures for bicyclists and pedestrians must also meet the January 1, 2026 and January 1, 2028 deadlines, as prescribed in the bill. This would require local governments to complete all updates in the circulation element in this time frame, otherwise the enforcement provisions and costly fines would apply.

The circulation element update would also require that truck traffic avoid residential areas and sensitive receptors. The bill would limit the trucks traveling from highways to industrial zoned areas to only use major and minor collector streets and roads that predominantly serve commercially oriented uses. Communities are uniquely situated and not all regions can to meet these restrictive requirements. Further understanding of the potential implications in small to mid-size communities, and suburban, rural and urban communities should be further analyzed before imposing such restrictions.

6. The provisions of the bill will impose costly, unfunded mandates for local governments.

The warehouse bill would require local governments to comply with the extensive standards included in the bill and does not offer any form of cost reimbursement based on these mandates. Local governments work hard to comply with existing statute and regulations, such as CEQA, ACF, among many other state-mandated requirements. By adding new and complicating requirements, without including a mechanism for local governments to receive reimbursement for such mandated costs is unreasonable. This would make it more challenging for local governments to meet the demands in the bill which should ultimately be the intent of the legislation, should be to encourage local governments to achieve the proposed requirements, not make it harder with greater unfunded mandates.

7. The enforcement provisions are overly harsh, aiming to punish all local governments.

The warehouse bill would authorize the Attorney General to impose a fine of $50,000 every six months on local jurisdictions that do not complete their circulation element updates. Other legislation that has included similar fines, have been contingent upon a court order or litigation prior to such fines being imposed. With a 'no-questions-asked' approach to enforcement, local governments are being targeted with this punitive provision. Furthermore, this provision singles out local governments based on the completion of their circulation element update, rather than focusing on the implementation of all of the standards included in the bill. It should be noted that there are no other enforcement provisions in the bill for any of the other standards that are proposed.

For these reasons, the City of Carson joins Cal Cities and CSAC to oppose the warehouse bill. Please contact our City Manager's Office at mgeorge@carsonca.gov or 310-952-1731 if you have questions or concerns regarding our position.

Sincerely,

City of Carson City Council

Assembly Bill No. 98

Passed the Assembly August 31, 2024

_____

Chief Clerk of the Assembly

Passed the Senate August 31, 2024

_____

Secretary of the Senate

This bill was received by the Governor this _____ day of _____, 2024, at _____ o'clock ___M.

_____

Private Secretary of the Governor

CHAPTER _____

An act to add Section 65302.02 to, and to add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of, the Government Code, and to add Sections 40458.5 and 40522.7 to the Health and Safety Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

AB 98, Juan Carrillo. Planning and zoning: logistics use: truck routes.

(1) Existing law, the Planning and Zoning Law, sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects.

This bill, beginning January 1, 2026, would prescribe various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. The bill would except from those design and build standards certain existing logistics use developments, proposed expansions of a logistics use development, and property currently in a local entitlement process to become a logistics use, under prescribed conditions. The bill would require a facility operator, prior to the issuance of a certificate of occupancy, to establish and submit for approval by a city, county, or city and county a truck routing plan to and from the state highway system based on the latest truck route map of the city, county, or city and county, as prescribed. The bill would require a facility operator to enforce the plan. The bill would provide for the revision of the plan in specified circumstances.

The bill would prohibit a city, county, or city and county from approving development of a logistics use that does not meet or exceed the standards outlined in the bill. The bill would require a city, county, or city and county to condition approval of a logistics use on 2-to-1 replacement of any demolished housing unit that was occupied within the last 10 years unless the housing unit was declared substandard by a building official, as specified, and

payments to displaced tenants if residential dwellings are affected through purchase, as prescribed. The bill would define terms for these purposes.

(2) The Planning and Zoning Law requires the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city and specified land outside its boundaries that includes, among other specified mandatory elements, a circulation element consisting of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan. Existing law requires, upon any substantive revision of the circulation element, that the legislative body modify the element to address specified additional issues.

This bill would require a county or city, by January 1, 2028, except as provided, to update its circulation element, as prescribed, including identifying and establishing specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate additional truck traffic and avoid residential areas and concentrations of sensitive receptors, as defined. The bill would establish specific standards for truck routes. The bill would require a county or city to provide for posting of conspicuous signage to identify truck routes and additional signage for truck parking and appropriate idling facility locations. The bill would require a county or city to make truck routes publicly available and share maps of the truck routes with warehouse operators, fleet operators, and truck drivers. The bill would authorize the Attorney General to enforce these provisions, as provided, including by imposition of a fine of up to $50,000 every 6 months if the required updates have not been made.

(3) Existing law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Existing law provides that the south coast district is governed by a board consisting of 13 members and requires the district to adopt rules and regulations to carry out the south coast district air quality management plan that are not in conflict with state and federal laws and rules and regulations.

This bill would require the south coast district to establish a process for receiving community input on how any penalties assessed and collected for violation of the Warehouse Indirect Source Rule are spent, as specified. The bill would require the south coast district, subject to an appropriation for this express purpose, to, beginning on January 1, 2026, and until January 1, 2032, deploy mobile air monitoring systems within the Counties of Riverside and San Bernardino to collect air pollution measurements in communities that are near operational logistics use developments. The bill would require the south coast district to use the data collected to conduct an air modeling analysis to evaluate the impact of air pollution on sensitive receptors from logistics use development operations and to submit its findings to the Legislature on or before January 1, 2033. The bill would also require the district to submit an interim report to the Legislature on or before January 1, 2028, to evaluate the impact of air pollution on sensitive receptors, as defined, from logistics use development operations in the Counties of Riverside and San Bernardino, as provided.

(4) By modifying the duties of local agencies with regard to the approval of logistics use development and requiring the revision of the circulation element of a general plan, the bill would impose a state-mandated local program.

(5) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Chapter 2.8 (commencing with Section 65098) is added to Division 1 of Title 7 of the Government Code, to read:

CHAPTER 2.8. WAREHOUSE DESIGN AND BUILD STANDARDS

65098. As used in this chapter:

(a) "21st century warehouse" means a logistics use that meets all of the following:

(1) Complies with or exceeds all requirements of the most current building energy efficiency standards specified in Part 6 (commencing with Section 100) of Title 24 of the California Code of Regulations and the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), including, but not limited to, the following requirements related to:

(A) Photovoltaic system installation and associated battery storage.

(B) Cool roofing.

(C) Medium- and heavy-duty vehicle charging readiness.

(D) Light-duty electric vehicle charging readiness and installed charging stations.

(2) Has skylights in at least 1 percent of the roof area, or equivalent LED efficient lighting.

(3) Provides conduits and electrical hookups at all loading bays serving cold storage. Idling or use of auxiliary truck engine power to power climate control equipment shall be prohibited if the truck is capable of plugging in at the loading bay.

(4) Ensures that any heating, ventilation, and air-conditioning is high-efficiency.

(5) (A) Ensures that all classes of forklifts used on site, pursuant to State Air Resources Board's Zero-Emission Forklifts regulation, as drafted, shall be zero-emission by January 1, 2030, to the extent operationally feasible, commercially off-the shelf available, and adequate power available on site.

(B) (i) If not operationally feasible, commercially off-the shelf available, or if there is inadequate power available on site, the cleanest technology commercially available shall be used.

(ii) Cost shall not be a factor in determining operational feasibility pursuant to this subparagraph.

(6) (A) Ensures that equipment used on site utilizing small off-road engines shall be zero-emission, to the extent operationally feasible, commercially off-the shelf available, and adequate power available on site.

(B) (i) If not operationally feasible, commercially off-the shelf available, or if there is inadequate power available on site, the cleanest technology commercially available shall be used.

(ii) Cost shall not be a factor in determining operational feasibility pursuant to this subparagraph.

(C) Should any equipment used on site utilizing small off-road engines be contracted out, the logistics use facility shall preferentially contract for services utilizing zero-emission small off-road engines.

(b) "Expansion of an existing logistics use" means the expansion of an existing logistics use by 20 percent or more of the existing square footage. Office space shall not be included as part of the existing square footage or in the square footage for the 20-percent expansion threshold.

(c) "Heavy-duty truck" means a class 7 or class 8 truck. As used in this subdivision:

(1) "Class 7 truck" means a truck with a gross vehicle weight rating of 26,001 to 33,000 pounds.

(2) "Class 8 truck" means a truck with a gross vehicle weight rating of greater than 33,000 pounds.

(d) "Logistics use" means a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. "Logistics use" does not include any of the following:

(1) Facilities where food or household goods are sold directly to consumers and are accessible to the public.

(2) A building primarily served by rail to move cargo goods or product.

(3) (A) A Strategic Intermodal Facility.

(B) For purposes of this subdivision, "Strategic Intermodal Facility" means a project that satisfies all of the following requirements:

(i) Logistics facilities, including warehousing and transloading facilities, served by rail.

(ii) Intermodal freight transport services.

(iii) All facility structures and related rail operations are located within a single site footprint.

(e) "Sensitive receptor" means one or more of the following:

(1) A residence, including, but not limited to, a private home, apartment, condominium unit, group home, dormitory unit, or retirement home.

(2) A school, including, but not limited to, a preschool, prekindergarten, or school maintaining kindergarten or any of grades 1 to 12, inclusive.

(3) A daycare facility, including, but not limited to, in-home daycare.

(4) Publicly owned parks, playgrounds, and recreational areas or facilities primarily used by children, unless the development of the park and recreation areas are included as a condition of approval for the development of a logistics use.

(5) Nursing homes, long-term care facilities, hospices, convalescent facilities, or similar live-in housing.

(6) Hospitals, as defined in Section 128700 of the Health and Safety Code.

(f) "Small off-road engines" means spark-ignition engines rated at or below 19 kilowatts.

(g) "Tier 1 21st century warehouse" means a logistics use that meets all of the following:

(1) Complies with or exceeds all requirements of the most current building energy efficiency standards specified in Part 6 (commencing with Section 100) of Title 24 of the California Code of Regulations and the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), including, but not limited to, the following requirements related to:

(A) (i) Photovoltaic system installation and associated battery storage.

(ii) For purposes of the photovoltaic system installation requirement in clause (i), all warehouse square footage should be considered conditioned space.

(B) Cool roofing.

(C) Medium- and heavy-duty vehicle charging readiness.

(D) Light-duty electric vehicle charging readiness and installed charging stations.

(2) Has skylights in at least one percent of the roof area, or equivalent LED efficient lighting.

(3) Has a microgrid-ready switchgear system capable of supporting distributed energy resources.

(4) Is advanced smart metering ready.

(5) Has a minimum of 50 percent of all passenger vehicle parking spaces preinstalled with conduit and all necessary physical infrastructure to support future charging of electric vehicles.

(6) Has a minimum of 10 percent of all passenger vehicle parking spaces installed with electric vehicle charging stations.

(7) Provides conduits and electrical hookups at all loading bays serving cold storage. Idling or use of auxiliary truck engine power to power climate control equipment shall be prohibited if the truck is capable of plugging in at the loading bay.

(8) Ensures that any heating, ventilation, and air-conditioning is high-efficiency.

(9) (A) Ensures that all classes of forklifts used on site, pursuant to State Air Resources Board's Zero-Emission Forklifts regulation, as drafted, shall be zero-emission by January 1, 2028, to the extent operationally feasible, commercially off-the shelf available, and adequate power available on site.

(B) (i) If not operationally feasible, commercially off-the shelf available, or if there is inadequate power available on site, the cleanest technology commercially available shall be used.

(ii) Cost shall not be a factor in determining operational feasibility pursuant to this subparagraph.

(10) (A) Ensures that equipment used on site utilizing small off-road engines shall be zero-emission, to the extent operationally feasible, commercially off-the shelf available, and adequate power available on site.

(B) (i) If not operationally feasible, commercially off-the shelf available, or if there is inadequate power available on site, the cleanest technology commercially available shall be used.

(ii) Cost shall not be a factor in determining operational feasibility pursuant to this subparagraph.

(C) Should any equipment used on site utilizing small off-road engines be contracted out, the logistics use facility shall preferentially contract for services utilizing zero-emission small off-road engines.

(h) "Warehouse concentration region" includes the Counties of Riverside and San Bernardino and the Cities of Chino, Colton, Fontana, Jurupa Valley, Moreno Valley, Ontario, Perris, Rancho Cucamonga, Redlands, Rialto, Riverside, and San Bernardino.

65098.1. (a) Commencing January 1, 2026, any proposed new or expanded logistics use development 250,000 square feet or more where the loading bay is within 900 feet of a sensitive receptor that is utilizing a site zoned for industrial use or any site where an application was submitted to the jurisdiction by September 30, 2024, to rezone as industrial and the rezone to industrial was ultimately approved shall comply with all of the following:

(1) Include all Tier 1 21st century warehouse design elements described in subdivision (g) of Section 65098.

(2) Orient truck loading bays on the opposite side of the logistics use development away from sensitive receptors, to the extent feasible.

(3) Locate truck loading bays a minimum of 300 feet from the property line of the nearest sensitive receptor to the nearest truck loading bay opening using a direct straight-line method.

(4) Have a separate entrance for heavy-duty trucks accessible via a truck route, arterial road, major thoroughfare, or a local road that predominantly serves commercial oriented uses.

(5) Locate truck entry, exit, and internal circulation away from sensitive receptors. Heavy-duty diesel truck drive aisles shall be prohibited from being used on sides of the building that are directly adjacent to a sensitive receptor property line.

(6) Include buffering and screening to mitigate for light and noise, as described in Section 65098.2.

(b) Commencing January 1, 2026, except as provided for in subdivision (c), any proposed new or expanded logistics use development that is on land that is not zoned industrial, whether developed or undeveloped, or land that needs to be rezoned, where the loading bay is within 900 feet of a sensitive receptor, shall comply with all of the following:

(1) If the logistics use development is 250,000 square feet or more it shall include all Tier 1 21st century warehouse design elements described in subdivision (g) of Section 65098. If the logistics use development is less than 250,000 square feet it shall include all 21st century warehouse design elements described in subdivision (a) of Section 65098.

(2) Orient truck loading bays on the opposite side of the logistics use development away from sensitive receptors, to the extent feasible.

(3) Locate truck loading bays a minimum of 500 feet from the property line of the nearest sensitive receptor to the nearest truck loading bay opening using a direct straight-line method.

(4) Have a separate entrance for heavy-duty trucks accessible via a truck route, arterial road, major thoroughfare, or a local road that predominantly serves commercial oriented uses.

(5) Locate truck entry, exit, and internal circulation away from sensitive receptors. Heavy-duty diesel truck drive aisles shall be prohibited from being used on sides of the building that are directly adjacent to a sensitive receptor property line.

(6) Include buffering and screening to mitigate for light and noise, as described in Section 65098.2.

(c) Commencing January 1, 2026, any proposed new or expanded logistics use development that is on land that is not zoned industrial, whether developed or undeveloped, or land that needs to be rezoned, and is located in the warehouse concentration region, shall comply with all of the following:

(1) If the logistics use development is 250,000 square feet or more it shall include all Tier 1 21st century warehouse design elements described in subdivision (g) of Section 65098. If the logistics use development is less than 250,000 square feet it shall include all 21st century warehouse design elements described in subdivision (a) of Section 65098.

(2) Orient truck loading bays on the opposite side of the logistics use development away from sensitive receptors, to the extent feasible.

(3) Locate truck loading bays a minimum of 500 feet from the property line of the nearest sensitive receptor to the nearest truck loading bay opening using a direct straight-line method.

(4) Have a separate entrance for heavy-duty trucks accessible via a truck route, arterial road, major thoroughfare, or a local road that predominantly serves commercial oriented uses.

(5) Locate truck entry, exit, and internal circulation away from sensitive receptors. Heavy-duty diesel truck drive aisles shall be prohibited from being used on sides of the building that are directly adjacent to a sensitive receptor property line.

(6) Include buffering and screening to mitigate for light and noise, as described in Section 65098.2.

(d) Commencing January 1, 2026, any proposed new or expanded logistics use development less than 250,000 square feet

where the loading bay is within 900 feet of a sensitive receptor that is utilizing a site zoned for industrial use or any site where an application was submitted to the jurisdiction by September 30, 2024, to rezone as industrial and the rezone to industrial was ultimately approved shall comply with all of the following:

(1) Orient truck loading bays on the opposite side of the logistics use development away from sensitive receptors, to the extent feasible.

(2) Locate truck entry, exit, and internal circulation away from sensitive receptors. Heavy-duty diesel truck drive aisles shall be prohibited from being used on sides of the building that are directly adjacent to a sensitive receptor property line.

(3) Include buffering and screening to mitigate for light and noise, as described in Section 65098.2.

(4) Complies with or exceeds all requirements of the most current building energy efficiency standards specified in Part 6 (commencing with Section 100) of Title 24 of the California Code of Regulations and the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), including, but not limited to, the following requirements related to:

(A) Photovoltaic system installation and associated battery storage.

(B) Cool roofing.

(C) Medium- and heavy-duty vehicle charging readiness.

(D) Light-duty electric vehicle charging readiness and installed charging stations.

(5) Provides conduits at loading bays equal to one truck per every loading bay serving cold storage. Idling or use of auxiliary truck engine power to power climate control equipment shall be prohibited if the truck is capable of plugging in at the loading bay.

(6) Ensures that any heating, ventilation, and air-conditioning is high-efficiency.

(7) Have a separate entrance for heavy-duty trucks accessible via a truck route, arterial road, major thoroughfare, or a local road that predominantly serves commercial oriented uses.

(e) (1) Except as provided in paragraph (2), on or before January 1, 2028, a city, county, or city and county shall update its circulation element to include truck routes, as specified in Section 65302.02.

(2) On or before January 1, 2026, all cities and counties in the warehouse concentration region shall update its circulation element to include truck routes, as specified in Section 65302.02.

65098.1.5. (a) (1) Notwithstanding any other provision of law, any existing logistics use development in existence as of September 30, 2024, shall not be subject to the requirements described in paragraph (3) of subdivision (a) of, paragraph (3) of subdivision (b) of, or paragraph (3) of subdivision (c) of Section 65098.1, as applicable, if a new sensitive receptor is constructed, established, or permitted after the effective date of this chapter.

(2) Notwithstanding any other provision of law, if, by September 30, 2024, a proposed expansion of a logistics use development is in a local entitlement process, then the proposed expansion shall not be subject to the requirements described in paragraph (3) of subdivision (a) of, paragraph (3) of subdivision (b) of, or paragraph (3) of subdivision (c) of Section 65098.1, as applicable, if a sensitive receptor is constructed, established, or permitted after the effective date of this chapter.

(3) Notwithstanding any other provision of law, if, by September 30, 2024, a property is currently in a local entitlement process to become a logistics use, then the proposed logistics use development shall not be subject to the requirements described in paragraph (3) of subdivision (a) of, paragraph (3) of subdivision (b) of, or paragraph (3) of subdivision (c) of Section 65098.1, as applicable, if a sensitive receptor is constructed, established, or permitted after the effective date of this chapter.

(b) (1) Any new logistics use developments that require the rezoning of land and must undergo a municipal entitlement process shall not be subject to the requirements described in paragraph (3) of subdivision (a) of, paragraph (3) of subdivision (b) of, or paragraph (3) of subdivision (c) of Section 65098.1, as applicable, if the start of the entitlement process for the logistics use began before any sensitive receptor started its own entitlement or permitting process, unless the proposed sensitive receptor was an existing allowable use according to local zoning regulations.

(2) During a logistics use development’s entitlement process for a new or expanded logistics use, if a new sensitive receptor is proposed or established within the distances required by paragraph (3) of subdivision (a) of, paragraph (3) of subdivision (b) of, or paragraph (3) of subdivision (c) of Section 65098.1, as applicable,

then those distance requirements shall not apply to the logistics use development so long as the logistics use development was not already subject to those requirements prior to the new sensitive receptor being proposed or established.

(c) This chapter shall not apply to any logistics projects that were subject to a commenced local entitlement process prior to September 30, 2024.

(d) The protection afforded by this section shall remain in effect from the time of the initial application submission through the completion of the entitlement process, including any necessary rezoning actions and through the development period. If no development activity occurs within five years of entitlement approvals, the protections shall be waived.

(e) This chapter shall not apply to a logistics project that received an approval by a local agency prior to the effective date of this chapter. For purposes of this subdivision, "approval" shall have the same meaning as set forth in subdivision (a) of Section 15352 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations.

65098.2. (a) Any new logistics use facility within 900 feet of a sensitive receptor shall have a buffer as follows:

(1) If the logistics use development is subject to the requirements of subdivision (a) or (d) of Section 65098.1, the buffer shall be 50 feet in width measured from the property line of all adjacent sensitive receptors that fully screen the project from the sensitive receptor.

(2) If the logistics use development is subject to either subdivision (b) or subdivision (c) of Section 65098.1, the buffer shall be 100 feet in width measured from the property line of all adjacent sensitive receptors that fully screen the project from the sensitive receptor.

(b) Buffer areas shall include a solid decorative wall, landscaped berm and wall, or landscaped berm 10 feet or more in height, drought tolerant natural ground landscaping with proper irrigation, and solid-screen buffering trees as described in subdivision (c).

(c) Trees shall be used as part of a solid-screen buffering treatment and planted in two rows along the length of the property line adjacent to the sensitive receptor. Trees used for this purpose shall be evergreen, drought tolerant, to the extent feasible, composed of species with low biogenic emissions, of a minimum

36-inch box size at planting, and spaced at no greater distance than 40 feet on center. Palm trees shall not be utilized.

65098.2.5. The entry gates into the loading truck court for a new or expanded logistics use facility shall be positioned after a minimum of 50 feet of total available stacking depth inside the property line. The stacking depth shall be increased by 70 feet for every 20 loading bays beyond 50 loading bays, to the extent feasible.

65098.2.7. (a) The purpose of this section is to ensure that logistics use developments, beginning January 1, 2026, are sited in locations that minimize adverse impacts on residential communities and enhance transportation efficiency. This is achieved by restricting logistics use development to roadways that are suited to handle the associated traffic and that predominantly serve commercial uses.

(b) (1) Any new logistics use development shall be sited on roadways that meet the following classifications:

(A) Arterial roads.

(B) Collector roads.

(C) Major thoroughfares.

(D) Local roads that predominantly serve commercial uses.

(2) For purposes of this chapter, local roads shall be considered to predominantly serve commercial uses if more than 50 percent of the properties fronting the road within 1000 feet are designed for commercial or industrial use according to the local zoning ordinance.

(c) A waiver may be granted where siting on the designated roadways pursuant to subdivision (b) is impractical due to unique geographic, economic, or infrastructure-related reasons. The waiver shall be approved by the city, county, or city and county, provided that the applicant demonstrates all of the following:

(1) There is no feasible alternative site that exists within the designated roadways.

(2) A traffic analysis has been completed and submitted to the local approving authority.

(3) The site is an existing industrial zone.

(4) The proposed site will incorporate mitigations to minimize traffic and environmental impacts on residential areas to the greatest extent feasible.

65098.3. (a) Anti-idling signs indicating a three-minute heavy-duty truck engine idling restriction shall be posted at logistics use developments along entrances to the site and at the truck loading bays.

(b) Signs shall be installed at all heavy-duty truck exit driveways directing truck drivers to the truck route as indicated in the truck routing plan, as described in Section 65098.4, and in the state highway system.

65098.4. Prior to the issuance of a certificate of occupancy, a facility operator shall establish and submit for approval to the planning director or equivalent position for the city, county, or city and county a truck routing plan to and from the state highway system based on the latest truck route map of the city, county, or city and county. The truck routing plan shall describe the operational characteristics of the use of the facility operator, including, but not limited to, hours of operation, types of items to be stored within the building, and proposed truck routing to and from the facility to designated truck routes that, to the greatest extent possible, avoid passing sensitive receptors. The truck routing plan shall include measures, such as signage and pavement markings, queuing analysis, and enforcement, for preventing truck queuing, circling, stopping, and parking on public streets. The facility operator shall be responsible for enforcement of the truck routing plan. A revised truck routing plan shall be submitted to the planning director or equivalent position prior to a business license being issued by the city, county, or city and county for any new tenant of the property. The planning director or equivalent position shall have discretion to determine if changes to the truck routing plan are necessary, including, but not limited to, any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.

65098.5. (a) A city, county, or city and county shall not approve development of a logistics use that does not meet or exceed the standards outlined in this chapter.

(b) This section shall not be construed to restrict the existing authority of a city, county, or city and county to deny a logistics use facility altogether.

65098.6. A city, county, or city and county shall condition approval of a logistics use on the following:

(a) Two-to-one replacement of any demolished housing unit that was occupied within the last 10 years, unless the housing unit was declared substandard by a building official, pursuant to Section 17920.3 of the Health and Safety Code, prior to purchase by the developer. For each housing unit demolished, regardless of market value of the unit, two units of affordable housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, that are deed-restricted shall be built within the jurisdiction. Funds from any fee imposed for the replacement of demolished housing units shall be placed in a housing-specific set-aside account and shall be used for housing within three years of collection.

(b) If residential dwellings are affected through purchase, the developer shall be required to provide any displaced tenant with an amount equivalent to 12 months' rent at the current rate.

65098.7. Nothing in this chapter shall be construed to supersede mitigation measures required by the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

65098.8. The Legislature finds and declares that the movement and storage of freight and the impact of this activity on public health and communities across the state as set forth in this chapter is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities.

65098.9. The provisions of this chapter shall not apply to a logistics use development if it meets both of the following:

(a) The logistics use development is a mixed-use development that may create sensitive receptors on the site of the new logistics use development.

(b) There are no existing sensitive receptors within 900 feet of the loading bay.

SEC. 2. Section 65302.02 is added to the Government Code, to read:

65302.02. By January 1, 2028, except as provided for in subdivision (h), a county or city shall update its circulation element, as required by subdivision (b) of Section 65302, to do all of the following:

(a) Identify and establish specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate additional truck traffic and avoid residential areas and sensitive receptors, as defined by Section 65098.

(b) Maximize the use of interstate or state divided highways as preferred routes for truck routes. The county or city shall also maximize use of arterial roads, major thoroughfares, and predominantly commercially oriented local streets when state or interstate highways are not utilized. Truck routes shall comply with the following:

(1) Major or minor collector streets and roads that predominantly serve commercially oriented uses shall be used for truck routes only when strictly necessary to reach existing industrial zones.

(2) Trucks shall be routed via transportation arteries that minimize exposure to sensitive receptors.

(3) On and after January 1, 2028, all proposed development of a logistics use development, as defined in subdivision (d) of Section 65098, shall be accessible via arterial roads, major thoroughfares, or roads that predominantly serve commercially oriented uses.

(A) The purpose of this section is to ensure that logistics use developments are sited in locations that minimize adverse impacts on residential communities and enhance transportation efficiency. This is achieved by restricting logistics use developments to roadways that are suited to handle the associated traffic and that predominantly serve commercial uses.

(B) For purposes of this section, local roads shall be considered to predominantly serve commercial uses if more than 50 percent of the properties fronting the road within 1000 feet are designated for commercial or industrial use according to the local zoning ordinance.

(c) The county or city may consult with the Department of Transportation and the California Freight Advisory Committee for technical assistance.

(d) The county or city shall provide for posting of conspicuous signage to identify truck routes and additional signage for truck parking and appropriate idling facility locations.

(e) The county or city shall make truck routes publicly available in geographic information system (GIS) format and share GIS maps of the truck routes with warehouse operators, fleet operators, and truck drivers.

(f) The city or county shall provide opportunities for the involvement of citizens, California Native American Indian tribes, public agencies, public utility companies, and civic, educational, and other community groups through public hearings and any other means the planning agency deems appropriate, consistent with Section 65351.

(g) The city or county shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the changes required pursuant to this section.

(h) The warehouse concentration region, as defined in Section 65098, shall implement the provisions of this section by January 1, 2026.

(i) The Attorney General may enforce this section.

(1) The Attorney General may impose a fine against a jurisdiction that is in violation of this section of up to fifty thousand dollars ($50,000) every six months if the required updates have not been made.

(2) Upon appropriation by the Legislature, any fines collected shall be distributed by the Attorney General and returned to the local air quality management district in which the fine was imposed and be used for the district's efforts to improve air quality.

SEC. 3. Section 40458.5 is added to the Health and Safety Code, to read:

40458.5. (a) Subject to an appropriation for this express purpose, the south coast district shall, beginning on January 1, 2026, and until January 1, 2032, deploy mobile air monitoring systems within the Counties of Riverside and San Bernardino to collect air pollution measurements in communities that are near operational logistics use developments.

(b) The south coast district shall use the data collected pursuant to subdivision (a) to conduct an air modeling analysis to evaluate the impact of air pollution on sensitive receptors, as defined in Section 65098 of the Government Code, from logistics use development operations in the Counties of Riverside and San Bernardino, including relative pollution concentrations from logistics use developments at varying distances from sensitive receptors.

(c) The south coast district shall submit its findings to the Legislature on or before January 1, 2033. On or before January 1, 2028, the south coast district shall submit an interim report to

evaluate the impact of air pollution on sensitive receptors, as defined in Section 65098 of the Government Code, from logistics use development operations in the Counties of Riverside and San Bernardino, including relative pollution concentrations from logistics use developments at varying distances from sensitive receptors. This report shall be used to assess the effectiveness of setbacks on public health.

(d) (1) The requirement for submitting a report imposed pursuant to subdivision (c) is inoperative on January 1, 2040, pursuant to Section 10231.5 of the Government Code.

(2) A report to be submitted pursuant to subdivision (c) shall be submitted in compliance with Section 9795 of the Government Code.

SEC. 4. Section 40522.7 is added to the Health and Safety Code, to read:

40522.7. The south coast district shall establish a process for receiving community input on how any penalties assessed and collected for violations of the Warehouse Indirect Source Rule are spent. The south coast district shall ensure a wide range of community groups are included in the process and that groups represent the geographic areas where there are high numbers of warehouse facilities.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

Approved _____, 2024

_____

Governor

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready 2024-0791.pdf

File #: 2024-0791, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVAL OF AMENDMENT NO. 5 FOR THE GOFORTH & MARTI CONTRACT (CITY COUNCIL)

I. SUMMARY

The City Clerk's Office is in need of a new counter to provide added security and eliminate the ability for the public to have easy access over the counter. Additionally, a more secure door will be installed to minimize the public gaining access to the staff. The new counter is taller in height and does not have any low points, which the current counter does.

II. RECOMMENDATION

1. APPROVE Amendment No. 5 to the contract between the City and Goforth & Marti originally entered upon by the two parties on October 4, 2022.

2. AUTHORIZE the Mayor to execute Amendment No. 5 to the contract following approval as to the form by the City Attorney.

III. ALTERNATIVES

N/A

IV. BACKGROUND

The purpose for this installation is one hundred percent due to safety concerns and a need to improve security in the City Clerk's Office. Previous incidents have left the City Clerk and the staff in vulnerable positions where safety and security were compromised leaving many concerns and a need to correct and address the matter.

City Council is being asked to approve Amendment No. 5 in spite of the small amount of $12,799.24 because under the Purchasing Ordinance, all contract amendments for additional monies where the original contract was approved by Council must either be

approved by Council or the Contract Officer, provided the contract authorizes the Contract Officer to approve amendments; this particular contract does not provide any such Contract Officer authorization.

V. FISCAL IMPACT

The amount of the new counter is $12,799.24. This full amount will be absorbed by the City Clerk's Office's current budget for fiscal year 2024/2025. No additional funds from outside the department's budget will be needed.

VI. EXHIBITS

1. Amendment No. 5 of the Goforth & Martin contract

Prepared by: Dr. Khaleah Bradshaw, City Clerk

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

AMENDMENT NO. 5

TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT ("Amendment No. 5") by and between the CITY OF CARSON, a California municipal corporation ("City") and GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors ("Seller"), is effective as of the _____ day of September, 2024.

RECITALS

A. Section 2611(g) of the City's Municipal Code ("CMC") allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

B. The City of Charlotte, North Carolina ("Charlotte") is part of a cooperative purchasing program through which it entered into a contract with Herman Miller, Inc. referred to as CONTRACT #: 2020000622 after engaging in a proposal process in 2019 through RFP # 269-2019-105 for purchase of furniture, installation and related products and services, whereby Charlotte now receives such products and services at a greatly discounted price. Such discounted price is now being made available to the City pursuant to Charlotte's cooperative purchasing program.

C. Charlotte has designated OMNIA Partners as the administrative and marketing conduit for the distribution of CONTRACT #: 2020000622. CONTRACT #: 2020000622 provides that purchase orders and payments are to be issued directly to the local authorized Herman Miller, Inc. dealer.

D. Seller is an authorized reseller of certain Herman Miller, Inc. goods and services covered under RFP # 269-2019-105.

E. City and Seller entered into that certain Purchase Agreement dated October 4, 2022 ("Agreement") whereby Seller agreed to sell and deliver to City and City agreed to purchase from Seller, certain Herman Miller, Inc. office furniture covered under RFP # 269-2019-105 for City's use at City Hall ("Goods") for a Purchase Price not to exceed $883,209.27.

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

F. City and Seller entered into an amendment to the Agreement on June 20, 2023 ("Amendment No. 1") to accommodate a change order to modify certain aspects of the Goods, in particular, to change the sliding door to a swing door for card reader access, thereby increasing the Purchase Price by $18,401.19 resulting in a new Purchase Price of $901,610.46.

G. City and Seller entered into another amendment to the Agreement on September 19, 2023 ("Amendment No. 2") to allow City to purchase additional Goods to furnish: (i) City Hall at a cost of $47,733.33, (ii) Veteran's Sports Complex at a cost of $76,915.23, and (iii) the Community Center at a cost of $420,413.36, for a total additional cost of $545,061.92 bringing the adjusted total Purchase Price to $1,446,672.38.

H. City and Seller entered into another amendment to the Agreement on January 23, 2024 ("Amendment No. 3") to allow City to purchase additional Goods primarily for the 2nd floor offices of City Hall at a cost of $310,388.64, bringing the adjusted total Purchase Price to $1,757,061.02.

I. City and Seller entered into another amendment to the Agreement on July 9, 2024 ("Amendment No. 4") to allow City to purchase additional Goods in connection with City's basement renovation project at City Hall for a cost of $618,134.20 and to install both solid and glass walls as part of the same project for a cost of $466,480.96, bringing the adjusted total Purchase Price to $2,841,676.18.

J. Now, City and Seller seek to again amend the Agreement through this Amendment No. 5 to allow City to purchase additional Goods for replacement of the counter in the City Clerk's office at a cost of $12,799.24, bringing the adjusted total Purchase Price to $2,854,475.42.

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 1 (Purchase and Sale of Goods) of the Agreement is hereby amended to read in its entirety as follows:

"**1. Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the furniture and related ancillary services described herein and specified in Exhibit A***,*** Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5***,*** ~~and~~ Exhibit A-6, ***and Exhibit A-7,*** attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3."

B. Section 2 (Description of Goods) of the Agreement is hereby amended to read in its entirety as follows:

"**2. Description of Goods.** The Goods being sold by Seller to City consists of a multitude of furniture items, together with ancillary delivery, warranty and installation and other services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5,

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~~and~~ Exhibit A-6, ***and Exhibit A-7*** with Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5***,*** ~~and~~ Exhibit A-6 ***and Exhibit A-7*** to serve as ~~a~~ change order~~s~~ to the Goods listed in Exhibit A (all services performed under the Agreement shall hereinafter be referred to as "Services"). In performing the Services, Seller shall comply with all labor laws set out in Exhibit B, attached hereto and incorporated herein by this reference."

C. Section 3 (Purchase Price) of the Agreement is hereby amended to read in its entirety as follows:

"**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery and ancillary Services is not to exceed Two Million Eight Hundred ***Fifty Four*** ~~Forty One~~ Thousand ***Four*** ~~Six~~ Hundred Seventy ***Five*** ~~Six~~ Dollars and ***Forty Two*** ~~Eighteen~~ Cents **(*$2,854,475.42*** ~~$2,841,676.18~~**)**, as provided in further detail in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5***,*** ~~and~~ Exhibit A-6***,*** ***and Exhibit A-7***."

D. Section 25 (Exhibit A) of the Agreement is hereby amended to read in its entirety as follows:

"**25. Exhibit A.** The Parties acknowledge and understand that Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, ~~and~~ Exhibit A-6 ***and Exhibit A-7*** are strictly intended to set forth the particulars that will comprise the Goods, Services and associated pricing, and that any text contained in Exhibit A***,*** Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, ~~and~~ Exhibit A-6 ***and Exhibit A-7*** that may otherwise be construed to be of legal significance ("Extraneous Text") will be disregarded by the Parties. Additionally, in the event either Party or any court of competent jurisdiction takes the position that any Extraneous Text is not to be disregarded and in fact ought to be made part of this Agreement, to the extent of any conflict between this Agreement minus Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, ~~and~~ Exhibit A-6 ***and Exhibit A-7*** on the one hand, and Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, ~~and~~ Exhibit A-6 ***and Exhibit A-7*** on the other hand, the former shall prevail."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment

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No. 3, Amendment No. 4 and this Amendment No. 5, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 5, 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. 5, 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. 5.

5. Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 5 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. 5.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors

*By: Signed by: Laurinda P. Easley 9LA788682I 424AL... _____
Name: Laurinda P. Easley
Title: President/CEO/Secretary

*By: Signed by: Laurinda P. Easley 9EA788682F424AE... _____
Name: Laurinda P. Easley
Title: President/CEO/Secretary

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

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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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 206811 FOR $883,209.27

(CITY HALL)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-1

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 216401 FOR $18,401.19

(CITY HALL)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-2

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 218664 FOR $47,733.33

(CITY HALL)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-3

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 216328 FOR $76,915.23

(VETERAN'S SPORTS COMPLEX)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-4

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 213153 FOR $420,413.36 AND FABRIC FINISHES

(COMMUNITY CENTER)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-5

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 222508 FOR $310,388.64

(CITY HALL)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-6

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 211023 FOR $618,134.20

SEE ATTACHED QUOTATION DATED JUNE 13, 2024 FOR $466,480.96

(CITY HALL)

Docusign Envelope ID: C38E355D-D835-48D5-A352-2801D23C426C

EXHIBIT A-7

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 229313 FOR $12,799.24

(CITY HALL)

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready File 2024-0734.pdf

File #: 2024-0734, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVAL OF THE GREAT PLACE TO WORK CERTIFICATION CONTRACT AGREEMENT (CITY COUNCIL)

I. SUMMARY

Great Place to Work is a Global leader in workplace culture, helping organizations create consistent and overwhelming positive employee experience. A Great Place to Work Certification is a prestigious award given to companies and organizations with exceptional cultures. It is the only official recognition based on an assessment of employee experience and culture analysis conducted by Great Place to Work. Attracting and retaining the best talent in today's workforce is critical for the success of any organization. This certification can offer a range of advantages, including building a thriving company culture that promotes collaboration, creativity, and long-term prosperity.

II. RECOMMENDATION

1. APPROVE Great Place to Work certification and contract agreement.
2. AUTHORIZE the Mayor to execute the Great Place to Work agreement.

III. ALTERNATIVES

The City Council may take any action deemed appropriate.

IV. BACKGROUND

Great Place to Work offers recognition and tools to help organizations elevate their brands, capture, and understand employee experiences, build cultures that retain talent, and unlock the potential of every employee. To obtain the certification badge, organizations must complete a two-step process:

- Survey employees with the Trust Index Survey
- Complete a brief company questionnaire

Positive employee responses to the Trust Index Survey (four and above on the five-point scale) are averaged to provide an organization wide assessment of culture. (Exhibit 2 - sample Trust Index survey). The survey can measure where your organization is today in comparison to the best organizations in the industry. Organizations that score above the current threshold become Great Place to Work Certified.

Key benefits of Great Place to Work Certification:

- Attract and Retain Top Talent
- Increase Employee Engagement
- Boost Organization Reputation
- Improve Performance and Innovation
- Enhance Corporate Social Responsibility
- Improved Diversity, Equity, and Inclusion (DEI)

This certification will be a good opportunity to align with the benefits listed above by prioritizing the needs and interests of employees, allowing the City to offer outstanding employee experience; for example, organizations with favorable workplace cultures often have lower turnover rates, which can reduce the costs associated with recruiting and training new employees.

Even though the cost associated with the contract is only $11,990.00 which ordinarily wouldn't require City Council approval, the City Council is being asked to approve the contract due to the insistence that City agree to indemnify vendor for claims arising out of either (a) City's use of vendor's Certification Badge, Regional List Badge, or National List Badge, in violation of the Certification Badge Guide or (b) City's use of other vendor's intellectual property which infringes or misappropriates any registered Consultant copyright, trademark, trade secret, or patent.

The contract was otherwise heavily negotiated to the point where at one time it didn't appear the City would be able to retain vendor due to the parties' inability to agree on certain terms but ultimately, vendor made it clear that those terms were non-negotiable and the City Manager's Office elected to proceed in spite of the then pending situation. As a result, City has no choice but to agree to vendor's terms if it seeks to benefit from vendor's services.

Some examples of the negotiated terms follow: vendor has agreed to only indemnify City to the extent (i) vendor engages in gross negligence or willful misconduct while breaching its duty to keep confidential information confidential or (ii) there are allegations that the

permitted uses of the subscription services infringe or misappropriate any registered copyright or patent; vendor refuses to add City as an additional insured for the various coverages City requires of vendor, which request is extremely rare; and vendor's liability will be limited to the amount paid or payable by City during the 12 month period leading up to any claim except in the event of gross negligence or willful misconduct.

In spite of vendor's rigid contract requirements, the risk of any harm resulting to City arising from this contract seems low, especially because the nature of survey questions appears to be fairly innocuous.

V. FISCAL IMPACT

It is anticipated that the fiscal impact will be minimal. Cost of the certification process is $11,990.00.

VI. EXHIBITS

1. Great Places to Place Work Agreement (pgs.4 - 32)

2. Trust Index Sample survey (pg. 33)

Prepared by: Lakeina Johnson-Greene, Adminstrative Analyst

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GREAT PLACE TO WORK INSTITUTE INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of September, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City" or "Customer") and GREAT PLACE TO WORK INSTITUTE, INC., a California corporation ("Consultant" or "GPTW"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Eleven Thousand Nine Hundred Ninety Dollars (**$11,990.00**) ("Contract Sum").

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

materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

4.2 Contract Officer. Joshua Boudreaux, Director of Human Resources, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

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

5. INSURANCE AND INDEMNIFICATION

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

(a) 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 this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized

to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr, City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[jho:rjl]

CONSULTANT:

GREAT PLACE TO WORK INSTITUTE, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 1999 Harrison Street, Suite 2070
Oakland, CA 94612

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant shall provide City with subscription services to allow City to access, use and leverage Emprising™, the Consultant's people analytics platform, to review survey results modules including interactive dashboards, comparison filters, heat maps, applicable benchmarks, comments and .CSV or .DOC exports, where applicable. Subscription includes one (1) Certification™ and Best Workplaces™ List-eligible Trust Index© Survey* as well as the ability to add custom statements and demographics; and one (1) 30-minute virtual results call with a Customer Success Manager.

*City must invite all employees to survey.

II. As part of the Services, Consultant will provide City with access to the following:

Survey results modules including interactive dashboards, comparison filters, heat maps, applicable benchmarks, comments and .CSV or .DOC exports, where applicable.

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

As directed by City's Contract Officer.

IV. All Consultant orders are final, non-cancellable and not refundable. If, during the Initial Subscription Term or applicable Renewal Subscription Term, Customer meets the Certification Eligibility Requirements described in https://www.greatplacetowork.com/certification-best-workplaces-lists-terms, Customer will be designated as Great Place To Work® Certified™. Customer's designation as Great Place to Work Certified will continue only for twelve months from the date Customer receives the designation ("Certification Period"). The Certification Period shall be twelve months only, irrespective of whether the order's Initial Subscription Term or Renewal Subscription Term is then in effect or has expired. Customer acknowledges and agrees that Customer's designation as Great Place To Work Certified does not automatically renew after the expiration of the Certification Period. Customer must meet the then current Certification Eligibility Requirements during an active Initial Subscription Term or applicable Renewal Subscription Term to be designated as Great Place To Work Certified for any additional Certification Period. Customer may only survey their employees for purposes of achieving Certification during an active Initial Subscription Term or applicable Renewal Subscription Term. As the majority of customers complete the Certification process within ninety (90) days of the start of an Initial Subscription

Term or applicable Renewal Subscription Term, the Subscription Term and Certification Period will not be the same.

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

Consultant shall use professional and qualified personnel to accomplish the Services.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Article 1. (SERVICES OF CONSULTANT) is hereby amended to read in its entirety to SERVICES OF CONSULTANT *AND ACKNOWLEDGMENTS*.

II. Section 1.2 (Compliance with Law) of the Agreement is hereby amended to read in its entirety as follows:

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

III. Section 1.3 (Licenses, Permits, Fees and Assessments) of the Agreement is hereby amended to read in its entirety as follows:

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

IV. A new Section 1.5 (Reservation of Rights) is hereby added to the Agreement to read in its entirety as follows:

"1.5 Reservation of Rights. The Services set forth in this Agreement are provided with a limited right to use and are not sold, and Consultant reserves and retains all rights not expressly granted in this Agreement. Consultant has and shall maintain sole and exclusive ownership of all rights, title, and interest in the Services, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" or any deliverables owned by City created as part of the Services and all works, customizations, and developments created as part of the Services shall be considered a part of the Services. "Services" means the (a) Subscription Services; (b) Support Services; (c) Professional Services; and (d) other services or offerings as set forth in an order. "Subscription Services" means those Consultant software-as-a-service ("SaaS") applications set forth in Exhibit A and made available to City via a hosted multi-tenant environment to use on a subscription basis. "Support Services" means support and maintenance services provided by Consultant for the Subscription Services, as described in this Agreement. "Professional Services" means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder."

V. A new Section 1.6 (Use Restrictions) is hereby added to the Agreement to read in its entirety as follows:

"1.6 Use Restrictions. Except as expressly provided in this Agreement, no other use of the Services provided by Consultant is permitted. City may not, and may not cause or permit

others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services, or provide service bureau, data processing, or time sharing access to the Subscription Services; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services to build or support, directly or indirectly, products or services competitive to Consultant; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Services."

VI. A new Section 1.7 (GPTW Badges) is hereby added to the Agreement to read in its entirety as follows:

"1.7 GPTW Badges. GPTW grants to City a non-exclusive, revocable, limited license to use and display:

(a) The Certification Badge during the Certification Period for the sole purpose of promoting City's designation as a Great Place to Work during the Certification Period. City will remain in full compliance with the Certification Badge Guidelines located at https://www.greatplacetowork.com/certification-brand-guide ("Certification Badge Guidelines") when displaying the Certification Badge.

(b) The Regional List Badge during the Regional List Inclusion Period for the sole purpose of promoting City's designation as a company that has achieved one of the top Trust Index scores within a global region, as defined by GPTW. City will remain in full compliance with the International Regional List Badge Guidelines located at https://www.greatplacetowork.com/regional-list-badge-guide ("Regional List Guide") when displaying the Regional List Badge.

(c) The National List Badge during the National List Inclusion Period for the sole purpose of promoting City's designation as a company that has achieved one of the top Trust Index scores within a designated country. City will remain in full compliance with the National List Badge Guidelines located at https://www.greatplacetowork.com/national-list-badge-guide ("National List Guide") when displaying the National List Badge.

VII. Section 2.2 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"2.2 Invoices. ~~Each month~~ Consultant shall furnish to City an original invoice for ***the Services set forth in Exhibit A*** ~~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***, as applicable***: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

VIII. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two*** ~~one~~ (***2***~~1~~) year***s*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

IX. Section 4.1 (Representative of Consultant) of the Agreement is hereby amended to read in its entirety as follows:

"4.1 Representative of Consultant. Sheila Kelly, Account Executive, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, ***if any,*** and shall keep City ***reasonably*** informed of any changes ***that impact Consultant's performance of the Services under this Agreement***."

X. Section 4.3 (Prohibition Against Subcontractor or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City***; provided, however, that Consultant may with written notice provided to City assign this Agreement in its entirety (including all orders or statements of work) as part of a merger,***

acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, any orders and statements of work. Any such prohibited assignment or transfer shall be void. ***"Affiliate" means, as to Consultant, those entities that are directly or indirectly controlled by, control, or are under common control with Great Place to Work Institute, Inc., including, but not limited to, those entities who have entered into license agreements with Consultant to be able to sell and provide the Subscription Services; as to City, those City entities that directly or indirectly control, are controlled by, or are under common control with City. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise."***

XI. 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~~ ***will*** be maintained for ***the duration of the Agreement and similar coverage will be maintained for*** at least ***three (3)*** ~~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 ***written*** request of the City submit written evidence of this continuous coverage.

(e) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Consultant's profession and the Services and Products 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.

(f) Subcontractors. Consultant shall include all ***applicable*** 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.

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

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

XII. Section 5.2 (General Insurance Requirements) of the Agreement is hereby amended to read in its entirety as follows:

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

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

XIII. Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification. ***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 Subscription Services.*** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City~~,~~ ***and*** its ***directors,*** officers ***and*** employees***, who are acting on behalf of City*** ~~and agents~~ ("Indemnified Parties") against~~, and will hold and save them and each of them harmless from,~~ any and all ***third party notices, charges, claims, actions, causes of action and suits, or proceedings*** ~~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 "***C***laim***(***s***)*** ~~or liabilities~~") ***to the extent (i) Consultant or any of its directors, officers or employees engages in gross negligence or willful misconduct while violating Section 6.3(d) or (ii) alleging that the permitted uses of the Subscription Services, infringe or misappropriate any registered copyright or patent. Consultant will indemnify and hold harmless the Indemnified Parties against any liabilities, obligations, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court***

of applicable jurisdiction as a result of such Claim, or as a result of Consultant's settlement of such a Claim.~~that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional.~~ ***City will defend, hold harmless, and indemnify Consultant and Consultant's respective directors, officers, and employees, who are acting on behalf of Consultant, from and against any and all liabilities, obligations, costs, or expenses (including, without limitation, reasonable attorneys' fees) arising out of either (a) City's use of Consultant's Certification Badge, Regional List Badge, or National List Badge, in violation of the Certification Badge Guide or (b) City's use of other Consultant intellectual property which infringes or misappropriates any registered Consultant copyright, trademark, trade secret, or patent.*** The indemnity obligation***s*** shall be binding on successors and assigns of ***the Parties*** ~~Consultant~~ and shall survive termination of this Agreement.

In the event of any Claims for infringement or misappropriation of any registered copyright or patent ("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) replace or modify the Subscription Services to be non-infringing; or (b) obtain for City the right to use the Subscription 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 to indemnify or defend City hereunder to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by the City or on behalf of the City; (b) use other than as authorized by this Agreement; or (c) the combination, operation or use of the Subscription Services with any equipment, service, software, hardware or other materials not furnished or approved in writing by Consultant, where the Subscription Services would not otherwise infringe, misappropriate or become the subject of the IP Claim.

City will provide written notice to Consultant promptly after receiving notice of an IP Claim. If defense of such IP Claim is materially prejudiced by a delay in providing notice, Consultant will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Consultant have sole control of the defense of any indemnified IP Claim and all negotiations for its settlement or compromise, provided that Consultant will not enter into any settlement which imposes any obligations on City without the prior written consent of City. City will cooperate fully (at Consultant's request and expense) with Consultant in the defense, settlement, and compromise of any such action. City may retain its own counsel at its own expense, subject to Consultant's rights above. This "Indemnification" section states Consultant's sole liability and City's exclusive remedy for all third party claims and damages."

XIV. A new Section 5.4 (Limitation of Liability) is hereby added to the Agreement to read in its entirety as follows:

"5.4 Limitation of Liability.

(a) DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), A PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CITY TO CONSULTANT DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

(b) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CITY'S DATA OR APPLICATIONS, OR UNAUTHORIZED THIRD PARTY ACCESS OR INTRODUCTION OF MALICIOUS CODE.

(c) THE LIMITATIONS OF LIABILITY CONTAINED IN SECTIONS 5.4(a) AND 5.4(b) SHALL NOT APPLY TO LIABILITIES ARISING FROM (A) A PARTY'S INDEMNITY OBLIGATIONS; (B) CITY'S PAYMENT OBLIGATIONS; OR (C) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

(d) THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY."

XV. Section 6.1 (Records) of the Agreement is hereby amended to read in its entirety as follows:

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

XVI. Section 6.2 (Reports) of the Agreement is hereby removed and deleted from this Agreement.

XVII. Section 6.3 (Confidentiality and Release of Information) of the Agreement is hereby renamed "Confidentiality, Release of Information, and Data Privacy" and amended to read in its entirety as follows:

"6.3 Confidentiality and Release of Information.

(a) ***"Confidential Information" is any non-public*** All information ~~gained or work product produced by Consultant in performance of~~ ***relating to a Party that is disclosed pursuant to*** this Agreement***, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself*** ~~shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer~~. ***Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.***

(b) ***Except as expressly permitted in this section, neither Party shall release or disclose the other Party's Confidential Information to any third party. Furthermore, City expressly acknowledges and agrees that Consultant is not required to, and will not, disclose the Raw Data, to Customer. "Raw Data" means the responses received by Consultant from City's employees in connection with Trust Index Survey(s) and/or one-to-one interviews administered by Consultant to support the Subscription Services.***

(***c***~~b~~) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information

concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided ***and to the extent permitted by applicable law,*** Consultant gives the City notice of such court order or subpoena.

(***d*** ~~c~~) If Consultant provides any information or work product in violation of this Agreement ***as a result of gross negligence or willful misconduct***, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct***, as set forth in Section 5.3***.

(***e*** ~~d~~) ***Confidential Information may be shared with and disclosed to any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information. Except where prohibited by applicable law, the receiving Party*** ~~Consultant~~ shall promptly notify the ***disclosing Party*** ~~City~~ should ~~Consultant~~ ***the receiving Party*** be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. ~~The City~~ ***The disclosing Party*** retains the right, but has no obligation, to represent ***the receiving Party*** ~~Consultant~~ or be present at any deposition, hearing or similar proceeding. ~~Consultant~~ ***The receiving Party*** agrees to ***reasonably*** cooperate ~~fully~~ with the ***disclosing party*** ~~City~~ and to ***the extent permitted by applicable law,*** provide the ~~City~~ ***disclosing party*** with the opportunity to review any response to discovery requests provided by ***the receiving Party*** ~~Consultant~~."

XVIII. Section 6.4 (Ownership of Documents) of the Agreement is hereby amended to read in its entirety as follows:

"6.4 Ownership of Documents. ~~All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.~~ ***City shall retain ownership of the entire right, title, and interest in and to City Data and Raw Data. City grants Consultant a non-exclusive, worldwide license for the term of this Agreement, to use, sample, collect, and compile the City Data for the purposes of providing, maintaining, improving, or operating the Services, and for benchmarking purposes. "City Data" means all content, information, and data City inputs into the Subscription Services or collected by Consultant while providing Professional Services, including but not limited to Personal Data. "Personal Data" means "personal data" as defined under the GDPR; "personal information" as defined under the CCPA; and as similar terms, such as "personally identifiable information," are defined under other applicable data protection laws.***

City grants to Consultant a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Raw Data in aggregated, de-identified form, that does not identify City Confidential Information, and that is stripped of all persistent identifiers (e.g., device identifiers, IP addresses, and cookie IDs), in a manner that does not allow the Raw Data on its own to be identified as originating from any individual survey taker, for the purposes of providing or maintenance of, improvement to, and operation of the Services, for new or different products or services, and for benchmarking purposes.

Each Party agrees to comply with Applicable Laws in its processing of Personal Data. Consultant and its sub-processors will process Personal Data in accordance with GPTW's Data Processing Addendum, which is incorporated herein by reference. All City Data will be secured and protected as set forth in Schedule 2 (Technical and Organizational Measures) of GPTW's Data Processing Addendum. "Applicable Law(s)" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders which govern a Party's respective business."

XIX. Section 7.2 (Disputes; Default) of the Agreement is hereby amended to read in its entirety as follows:

"7.2 Disputes; Default. In the event that ~~Consultant~~ ***either Party*** 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 non-defaulting Party*** ~~City~~ may give notice to ***the defaulting Party*** ~~Consultant~~ of the default and the reasons for the default. The notice shall include the timeframe in which ***the defaulting Party*** ~~Consultant~~ may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If ***the defaulting Party*** ~~Consultant~~ does not cure the default, the non- ***the defaulting Party*** ~~City~~ may take necessary steps to terminate this Agreement under this Article.

XX. Section 7.3 (Legal Action) of the Agreement is hereby amended to read in its entirety as follows:

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

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either ***P***~~p~~arty 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 ***P***~~p~~arty."

XXI. Section 7.4 (Termination Prior to Expiration of Term) of the Agreement is hereby removed and deleted from this Agreement.

XXII. Section 7.5 (Termination for Default of Consultant) of the Agreement is hereby renamed to "Termination for Default," and amended to read in its entirety as follows:

"7.5 Termination for Default~~ of Consultant~~. ~~If termination is due to~~ ***Either Party may terminate this Agreement if the other Party*** ~~the~~ fail~~sure of the Consultant~~ to fulfill its ***material*** obligations under this Agreement, ***and such Party is not able to cure the non-performance in accordance*** ~~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~~."

XXIII. Section 8.3 (Notice) of the Agreement is hereby amended to read in its entirety as follows:

"8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either ***P***~~p~~arty desires or is required to give to the other ***P***~~p~~arty 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 ***P***~~p~~arty may change its address by notifying the other ***P***~~p~~arty 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."

XXIV. A new Section 8.12 (Publicity) is hereby added to the Agreement to read in its entirety as follows:

"8.12 Publicity. Consultant may refer to the City as Consultant's customer and use City's name and City's logo, on public platforms that include, but are not limited, to lists of Consultants's customers, and on Consultant's website. Where required under Applicable Law, the Parties will agree to the specific use of the name and logo in writing."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

All Services at $5,995.00 per year.

II. The City will compensate Consultant for the Services set forth in Exhibit A upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

Line items for all charges.

III. The total compensation for the Services shall not exceed $11,990.00, 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:

Tasks will be continuous, ongoing and as directed by the Contract Officer.

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

Overview

Great Place to Work has researched and studied great workplaces for over 20 years. We have collected and analyzed billions of discrete data points from over 100 million employees surveyed. With locations across 57 countries, we have deep information and analytics on workplace experiences and practices for companies of all sizes, across all industries, and including employee demographics. At the core of its research, Great Place to Work leverages the Trust Index© survey, a proprietary tool developed to measure levels of critical aspects of employees' experiences impacting business performance.

Survey Statements

Employees are instructed to respond to each of the following statements using the following scale:

1 = Almost always untrue
2 = Often untrue
3 = Sometimes untrue/sometimes true
4 = Often true
5 = Almost always true

1 I am given the resources and equipment to do my job.
2 This is a physically safe place to work.
3 Everyone has an opportunity to get special recognition.
4 People here are willing to give extra to get the job done.
5 You can count on people to cooperate.
6 Management makes its expectations clear.
7 I can ask management any reasonable question and get a straight answer.
8 I am offered training or development to further myself professionally.
9 Management shows appreciation for good work and extra effort.
10 People here are paid fairly for the work they do.

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File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID# 2024-0344.pdf

File #: 2024-0344, **Version:** 1

Report to
Tuesday, September 17, 2024
Consent

SUBJECT:

CONSIDER AWARDING A THREE-YEAR CONTRACT SERVICE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. TO PROVIDE PROFESSIONAL CROSSING GUARD SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

For the past four years, the City has maintained a contract service agreement for professional Crossing Guard services with All City Management Services, LLC (ACMS), which has had a strong relationship with the City. On August 4, 2020, the City Council approved a three-year contract with ACMS covering July 1, 2020, through June 30, 2023, with the option for extension if deemed necessary by the Contract Officer. On August 1, 2023, the Council approved a one-time extension of the contract. As the June 30, 2024, expiration date approached, ACMS was informed of the contract's end and the City's plan to issue a Request for Proposals. To ensure uninterrupted coverage for the 2024/2025 school year, the City agreed to a sixty-day extension, extending the contract to September 30, 2024.

On August 8, 2024, a Request for Proposals (RFP) was issued through Planet Bids, inviting qualified firms to submit proposals to provide professional crossing guard services for the City of Carson. The City received five proposals, and after a thorough review and evaluation, staff recommends awarding a three-year contract to All City Management Services, Inc. (ACMS), expiring on June 30, 2027. The contract's total amount is not to exceed $1,617,581.00. Additionally, the City will have the option to extend the contract for two one-year periods, potentially extending the agreement until June 30, 2029, at the City's sole discretion (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed three-year Contract Service Agreement with All City Management Services, Inc., including two optional one-year extensions, for the provision of professional crossing guard services for the City of Carson, with a total

contract amount not to exceed $1,617,581.00, for the term expiring on June 30, 2027 (Exhibit No. 1) ("Agreement").

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

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, subject to compliance with applicable 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. 2). Twenty-two (22) of these sites are staffed by contracted Crossing Guards; the remaining three (3) sites are staffed by Part-Time City employees. In the event a Part-Time City employee is absent, the Contractor may be called upon to provide relief coverage for as long as needed.

For the past four years, the City has maintained a contract service agreement for professional Crossing Guard services with All City Management Services, LLC (ACMS), which has had a strong relationship with the City. On August 4, 2020, the City Council approved a three-year contract with ACMS covering July 1, 2020, through June 30, 2023, with the option for extension if deemed necessary by the Contract Officer. On August 1, 2023, the Council approved a one-time extension of the contract. As the June 30, 2024, expiration date approached, ACMS was informed of the contract's end and the City's plan to issue a Request for Proposals. To ensure uninterrupted coverage for the 2024/2025 school year, the City agreed to a sixty-day extension, extending the contract to September 30, 2024.

On August 8, 2024, the Purchasing Division published RFP 24-016 via Planet Bids for Contracted Crossing Guard Services at twenty-five (25) permanent locations and relief Crossing Guard coverage on an as-needed basis. The RFP 24-016 for Contracted Crossing Guard Services closed at 9:00 am on September 3, 2024. The City received five (5) proposals, of which only three (3) were complete proposals, one (1) didn't provide a cost proposal, and one (1) was not relevant to the crossing guard services requested in the RFP.

The proposals were reviewed by the division's Emergency Management Specialist, Public Safety Supervisor and the Emergency Services Manager. Each proposal was ranked based on the following criteria: (1) understanding of the scope of work, (2) demonstrating professional skills and credentials related to the scope of work (3) evaluation of work methodology, and (4) completion of bid proposal submittal and cost.

After a thorough evaluation, Staff has determined that ACMS is the most qualified bidder under Carson's Municipal Code and, for the past four (4) years, has had an outstanding relationship with the City. Accordingly, staff recommends that ACMS be awarded the proposed contract at a not-to-exceed contract sum of $1,617,581.00, for the period

commencing October 1, 2024 and expiring June 30, 2027, with two additional one-year extensions at the sole discretion of the City and should the City exercise those options, the agreement has the potential of reaching June 30, 2029. (Exhibit No. 1).

V. FISCAL IMPACT

No fiscal impact. Funds have been allocated in the Public Safety FY 24/25 budget in the amount of $514,008.00 under the account numbers 101-55-593-133-6004 and 101-55-593 -133-5004- to cover anticipated costs.

VI. EXHIBITS

1. (Proposed) Agreement with All City Management Services, Inc. (pgs. 4-34)

2. All City Management Services proposal (pgs. 35-79)

3. Crossing Guard Locations Serviced by Contractor (pg. 80)

Prepared by: Nora Garcia, Emergency Services Manager

Exhibit No. 1

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:

David Mecusker	Marketing & Contracts Manager
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be 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] _____
> Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

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

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah 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:
Title:

By:_____
Name:
Title:
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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform 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
220th St./Bonita St. (N/E)	2	Bonita Elementary*	4	180
220th St./Bonita St. (N/W)	3	Bonita Elementary*	4	180
220th 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. (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
224th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4	180

223rd St./ Moneta Ave.	11	Caroldale Learning Community*	4	180
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4	180
213th St./Bolsa Ave.	13	Carson Elementary*	4	180
215th St./ Orrick Ave.	14	Carson Elementary*	4	180
Avalon Blvd. / Scottsdale Dr. Staffed by City employee	15	Catskill Elementary	4	180
236th St./ Panama Ave Staffed by City employee - *Relief Only.	16	Catskill Elementary	4	180
236th St./ Catskill Ave.	17	Catskill Elementary*	4	180
Diamondale Dr./Central Ave.	18	Curtiss Middle School*	4	180
213th St./Water St.	19	Del Amo Elementary*	4	180
224th St./ Catskill Ave.	20	Dolores Elementary*	4	180
228th St./ Catskill Ave.	21	Dolores Elementary*	4	180
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4	180
220th St./ Figueroa St.	23	Stephen White Middle School*	4	180
220th St./ Moneta Ave.	24	Stephen White Middle School*	4	180
189th 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 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."

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."***

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
220th St./Bonita St. (N/E)	2	Bonita Elementary*	4	180
220th St./Bonita St. (N/W)	3	Bonita Elementary*	4	180
220th 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. (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
224th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4	180

223rd St./ Moneta Ave.	11	Caroldale Learning Community*	4	180
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4	180
213th St./Bolsa Ave.	13	Carson Elementary*	4	180
215th St./ Orrick Ave.	14	Carson Elementary*	4	180
Avalon Blvd. / Scottsdale Dr. Staffed by City employee	15	Catskill Elementary	4	180
238th St./ Panama Ave Staffed by City employee - *Relief Only.	16	Catskill Elementary	4	180
236th St./ Catskill Ave.	17	Catskill Elementary*	4	180
Diamondale Dr./Central Ave.	18	Curtiss Middle School*	4	180
213th St./Water St.	19	Del Amo Elementary*	4	180
224th St./ Catskill Ave.	20	Dolores Elementary*	4	180
228th St./ Catskill Ave.	21	Dolores Elementary*	4	180
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4	180
220th St./ Figueroa St.	23	Stephen White Middle School*	4	180
220th St./ Moneta Ave.	24	Stephen White Middle School*	4	180
189th 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

ALL CITY MANAGEMENT SERVICES

"The Crossing Guard Company"

A Proposal for
City of Carson
RFP No. 24-016
Pedestrian Safety Program
School Crossing Guard Services

September 3, 2024

Presented by



David Mecusker; Marketing & Contracts Manager
10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325
EMERGENCY DISPATCH: 877.512.2267
www.thecrossingguardcompany.com

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TAB 1 – INTRODUCTION

ALL CITY MANAGEMENT SERVICES

July 8, 2024

Josilla Togiola, Purchasing Manager
City of Carson
Request for Proposal 24-1016
701 E. Carson Street, Carson, CA 90745

Dear Purchasing Manager:

On behalf of All City Management Services, Inc. **(ACMS)**, I would like to express our sincere appreciation for the potential opportunity to continue to serve the community of Carson. We are proud to have managed the School Crossing Guard program for the City of Carson for the last 6 years.

We have received the Bid Proposal and have reviewed the Scope of Work and Proposal Requirements. We agree to have the terms and conditions set forth with the following exceptions: we have slight concerns with the language used under Project Scope and Specifications: Section B.9 – Specific Requirements. Please see our Exceptions page for specific details regarding our exception and alternative pricing option based on a potential revision of this section's requirements.

We also have slight concerns with the language used under Sample Contract Services Agreement: Item 5.3 – Indemnification, and Item 2.4 – Invoices. If selected, we request further discussion on the language used. Please see our Exceptions page included in our response for additional details.

Our goal is simple, to continue to relieve the City of Carson of the day-to-day responsibilities of managing a Crossing Guard Program. As your full services contractor, we will continue to assume complete responsibility for the day-to-day operations of the Crossing Guard programs we manage. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the program. We maintain local supervision, alternate guards, a paging system, and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of continuing to provide Crossing Guard services for the City of Carson. If you have any questions, please feel free to contact me at 800 540-9290.

Sincerely,

Demetra Farwell
Corporate Secretary
demetra@thecrossingguardcompany.com

ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently have over 8,500 employees dedicated to safety, serving cities, towns, communities, schools, and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as ***"The Crossing Guard Company"***. We have successfully privatized the Crossing Guard programs for over 310+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards' employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 38 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision, and safety. Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies, and procedures to benefit all Crossing Guards in all the cities, towns, and communities we service.

All City Management Services, Inc. has not lost a client agency due to failure or refusals to complete a contract and has not lost a client agency due to the level of service provided.

Company Data

All City Management Services, Inc.

Corporate Office
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 800 430 1059
24-hour number is 877 512 2267
https://thecrossingguardcompany.com
Federal Tax Identification Number: 95-3971517

Bid Direct Point of Contact
ACMS represents the following person is authorized to negotiate on their behalf with the City of Carson, CA in connection with this RFP:

David Mecusker, Marketing & Contracts Manager
Phone: 310 202 8284 Ext. 107
david@thecrossingguardcompany.com

Satellite Offices

Texas
2012 E. Randol Mill, Ste. 222
Arlington, TX 76011
Phone: 817 962 0110
Fax: 800 430 1059

Nevada
4775 W. Teco Ave., Ste. 235
Las Vegas, NV 89118
Phone: 702 675 3135
Fax: 702 750 2110

Kansas
8928 Nieman Road
Shawnee, KS 66214
Phone: 800 540 9290
Fax: 800 430 1059

All City Management Services, Inc. was established on May 3, 1985 as an S Corporation and has not conducted business under any other business name. All City Management Services, Inc. is not partially owned by another business organization or individual. All City Management Services, Inc. has 38 years of experience providing crossing guard services. Baron Farwell; President and General Manager owns one hundred percent (100%) of stock outstanding. Brian Brooks is our Chief Operating Officer and Demetra Farwell is our Corporate Secretary for All City Management Services, Inc.

All City Management Services, Inc. has not lost a client agency due to failure or refusal to complete a contract and has never lost a client agency due to the level of service provided. All City Management Services, Inc. financial interests are associated with Crossing Guard / School Safety services and has no financial interest in other lines of business.

Statement of Qualifications and Experience

All City Management Services, Inc. (ACMS) Serving over 310 cities, counties, and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 38 years. ACMS currently employs over 8,500 Crossing Guards who are supported by over 150 locally assigned Area Supervisors and second level management. We have experience managing small programs (19 or less), mid-sized programs (20 to 99) and large programs in excess of 100 Crossing Guards.

Our ability to operate and manage the City of Carson School Crossing Guard program is supported by our current success operating the City of Carson Crossing Guard program and with similar programs in Southern California, a few of these programs include: City of Bellflower, City of Commerce, Norwalk-La Mirada School District, City of Huntington Park, City of Bell Gardens, City of Downey, City of Whittier, Beverly Hills Unified School District and Los Angeles County Office of Education, and many others.

We also have successfully managed programs in over 20 states, some of them include Town of Cary, NC, City of Dallas, TX , City of Fort Worth, TX, Kansas City Public Schools, MO, City of Overland Park, KS, Portland Public Schools, ME, Town of Wallingford, CT, Frederick County, ME, Village of Ridgewood, NJ, Wayne Township, NJ, City of York, PA, City of Cleveland Heights, OH, City of Grand Rapids MI, City of Appleton, WI, Town of Normal, IL, Des Moines Public Schools, IA, Town of Munster, IN, Santa Fe, Public Schools, NM, City of North Las Vegas, NV and many others.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. We are not a security guard company with a few clients based upon a low-cost offering. Our singular area of service; *"Keeping Children Safe"* enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction. It should be noted that ACMS has never lost a client agency due to the level of service provided.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

Transportation Authority of Marin

900 Fifth Avenue
Suite 100
San Rafael
California 94901

Phone: 415-226-0815
Fax: 415-226-0816

www.tam.ca.gov

Belvedere
Nancy Kemnitzer

Corte Madera
Eli Beckman

Fairfax
Chance Cutrano

Larkspur
Kevin Carroll

Mill Valley
Urban Carmel

Novato
Rachel Farac

Ross
P. Beach Kuhl

San Anselmo
Brian Colbert

San Rafael
Kate Colin

Sausalito
Melissa Blaustein

Tiburon
Alice Fredericks

County of Marin
Mary Sackett
Katie Rice
Stephanie Moulton-Peters
Dennis Rodoni
Eric Lucan

February 22, 2024

To whom it may concern:

All City Management Services has been our crossing guard provider for over 12 years. TAM operates one of the largest crossing guard programs in Northern California with 109 locations served across Marin County. ACMS has done well over the last several years with providing guards even during a challenging environment to hire hourly workers. When vacancies do occur, they work to fill the opening as soon as possible.

The Regional Manager assigned to our account has always been very reachable and responds to inquiries on short notice. Billing discrepancies do occur with any large program such as ours with over 120 personnel involved. Any issues are addressed and quickly resolved.

On a scale with (1) being unlikely to recommend and (5) being highly likely to recommend, **Transportation Authority of Marin** gives ACMS a 5 rating. On a scale of with (1) being unlikely to use ACMS again and (5) being highly likely to use ACMS again; **Transportation Authority of Marin** would be highly likely (5) to use ACMS services again. However, being a public agency, TAM would have to go through a normal procurement process with price being a factor; however, ACMS has been competitive in the past.

If you have any further questions, please feel free to contact me at (415) 226-0829 or on my mobile (415) 450-5157. You can also email me at dcherrier@@tam.ca.gov.

Sincerely,

Dan Cherrier, P.E.
Director of Project Delivery

Re: Feedback Requested (Expedited Response Please)

Jackson, Rashad L <Rashad.Jackson@fortworthtexas.gov>
Wed 6/12/2024 11:58 AM
To:David Mecusker <david@thecrossingguardcompany.com>

Hello David

The City of Fort Worth has been working with All City Management Services, Inc. (ACMS) since 2017, and our experience has been quite positive. Over the years, ACMS has consistently demonstrated a high level of professionalism and dedication to service quality, which has greatly benefited our program.

On a scale of 1 to 5, with 1 being unlikely to recommend and 5 being highly likely to recommend, we rate ACMS at a solid 5. The services provided have been reliable and have met our expectations thoroughly. Additionally, in terms of the likelihood of using ACMS services again, we would also rate this as a 5.

While our overall experience has been excellent, there is always room for improvement. One area that could enhance the program further is to increase the frequency of communication and updates on service status, which would help us stay better informed about ongoing activities and any potential issues.

Thank you for the opportunity to provide feedback. We appreciate the partnership and look forward to continuing our collaboration with ACMS.

Best regards,

Rashad Jackson
School Crossing Guard Program Manager
5001 James Ave., Fort Worth, TX 76115
Transportation and Public Works
Office-817-392-8776
Cell-682-263-9597
Rashad.Jackson@fortworthtexas.gov

City of Fort Worth — Working together to build a strong community.

FORT WORTH®

From: David Mecusker <david@thecrossingguardcompany.com>
Sent: Tuesday, June 11, 2024 7:24 PM
To: Jackson, Rashad L <Rashad.Jackson@fortworthtexas.gov>
Subject: Feedback Requested (Expedited Response Please)

CAUTION: This email originated from outside of the City of Fort Worth email system. Do not click any links or open attachments unless you recognize the sender and know the content is safe.

Hello Rashad,

SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT
Making Hope Happen

Mauricio Arellano
Superintendent

Terry Comnick
Associate Superintendent, Business, Facilities, and Operations

February 23, 2024

To All City Management Services Inc.:

1. How long has your Agency worked with All City Management Services, Inc., 7 years
2. On a scale of one (1) being unlikely to recommend and five (5) being highly likely to recommend, **San Bernardino City Unified School District** rates ACMS five (5).
3. On a scale of one (1) being unlikely to use ACMS again and five (5) being highly likely to use ACMS again. **San Bernardino City Unified School District** rates ACMS five (5).

We want to express our sincere appreciation for your service to the San Bernardino City USD. The safety of our students is of utmost importance to us. Thank you for your continued support.

Respectfully,

Eric Vetere
Environmental Safety/Emergency Manager
793 North E. Street, San Bernardino, CA 92410
(909)381-1192
EV/ja

MAYOR
Valerie Amezcua
MAYOR PRO TEM
Thai Viet Phan
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
Jessie Lopez
David Penaloza
Benjamin Vazquez

INTERIM CITY MANAGER
Tom Hatch
CITY ATTORNEY
Sonia R. Carvalho
CITY CLERK
Jennifer L. Hall

CITY OF SANTA ANA

PUBLIC WORKS AGENCY

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

February 23, 2024

David Mecusker
All City Management Company
10440 Pioneer Boulevard, Suite 5,
Santa Fe Springs, CA 90670

Subject: Letter of Recommendation

Dear Mr. Mecusker,

Thank you for the crossing guard services you provide to the City of Santa Ana. Please see our feedback below to specific performance related questions for the crossing guard services ACMS has provided to the City of Santa Ana.

1. How long has your Agency worked with All City Management Services, Inc.? 19 years.

2. On a scale of with (1) being unlikely to recommend and (5) being highly likely to recommend, City of Santa Ana gives ACMS a 5 rating.

3. On a scale of with (1) being unlikely to use ACMS again and (5) being highly likely to use ACMS again. City of Santa Ana would give a 5 to use ACMS services again.

Our overall experience working with ACMS has been very positive and seamless. For this reason we have continued to have ACMS manage the City of Santa Ana crossing guard program for so many years.

If you have any questions, please contact me at (714) 647-5606.

Sincerely,

Zdenek Kekula

Zdenek Kekula, P.E., T.E.
Principal Civil Engineer

SANTA ANA CITY COUNCIL

Valerie Amezcua
Mayor
vamezcua@santa-ana.org

Jessie Lopez
Mayor Pro Tem, Ward 3
jessielopez@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Benjamin Vazquez
Ward 2
bvazquez@santa-ana.org

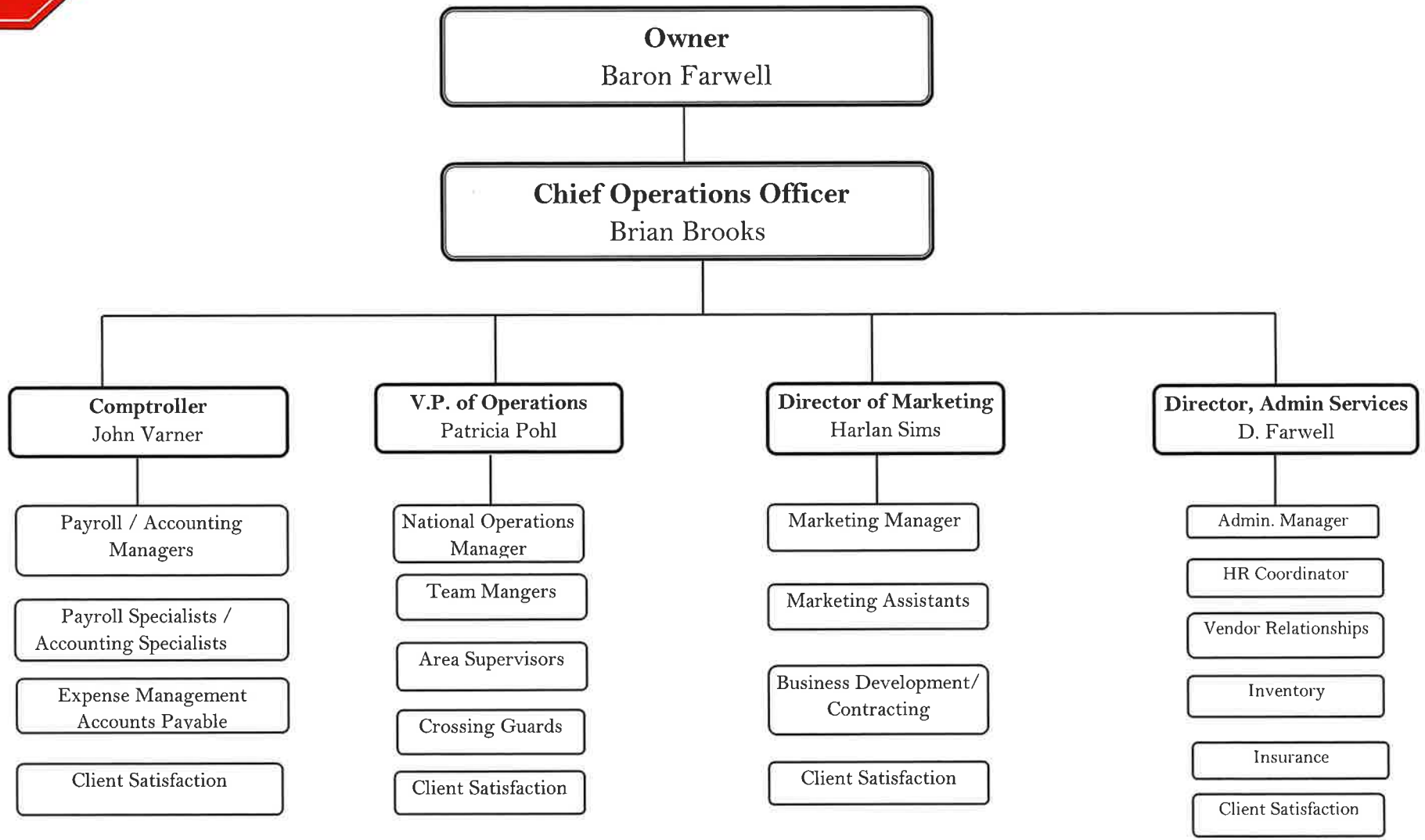
Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

David Penaloza
Ward 6
dpenaloza@santa-ana.org

TAB 2 – PROJECT PERSONNEL AND MANAGEMENT

ALL CITY MANAGEMENT SERVICES



ALL CITY MANAGEMENT SERVICES

City of Carson

Vice President of Operations
Patricia Pohl
310 877 7045 cell
pat@thecrossingguardcompany.com

National Operations Manager
Kim Brooks
913 333 2563 cell
kim@thecrossingguardcompany.com

Team Manager
Jennifer Lucero
562 676 0418 cell
jlucero@thecrossingguardcompany.com

Local Area Supervisor
Laura De La Torre
562 670 4408 cell
laura@thecrossingguardcompany.com

Up to 25 Crossing Guards

Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of our **local and regional management plan** provided by the years of experience brought by Southern California based Team Manager and senior operational management team. The community serviced by the City of Carson will continue to benefit from a team concept which consists of a Local Area Supervisor, Team Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Laura De La Torre): Laura will continue to serve as **Area Supervisor.** She will continue to handle all aspects of the daily supervision of the program of twenty-five (25) Crossing Guards and alternate pool. With support from the Team Manager, she will typically recruit, hire, train and provide personnel management for all the sites she oversees and interfaces with school staff as needed. In addition to communicating with the School staff, she is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. Laura will be available by telephone on all occasions for discussion with staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Laura De La Torre reports directly to the Team Manager.

Team Manager (Jennifer Lucero): Jennifer will continue to serve as **Team Manager** and directly manage your Area Supervisor and provide training and support. She will also interface with the City representatives and School staff as needed. She will continue to assist in the hiring of the Area Supervisor and Crossing Guards as well as the development and implementation of training programs and certification standards. Jennifer has considerable experience as a Program Manager including programs in Lawndale, Hermosa Beach, Lomita, Redondo Beach, and Hawthorne School District. She will ensure compliance with Company standards and the City's expectations. Jennifer Lucero reports directly to the National Operations Manager.

National Operations Manager (Kim Brooks): Kim has over 6 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Vice President of Operations to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

Vice President of Operations (Pat Pohl): Pat has over 27 years of industry experience. She is responsible for overall contract compliance. Works with the National Operations Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

PATRICIA J. POHL
21896 Red River Drive, Lake Forest, CA 92630 . 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Vice President of Operations: Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Operations Manager: Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager: Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL ASSOCIATIONS

Previously invited to serve as the only private sector representative on:
California Crossing Guard Training Expert Review Panel
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation
School Crossing Guard Trainer Certification, currently status; active

Kimberly M. Brooks

15607 W. 83rd Street • Lenexa, KS 66219• (913)952-9159
kim@thecrossingguardcompany.com

NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- ✓ Client engagement
- ✓ Recruiting & Training
- ✓ Relationship Builder
- ✓ Safety focused
- ✓ Coaching & Mentoring
- ✓ Problem-solver

Professional Experience

ALL CITY MANAGEMENT SERVICES **2016 to Present**

National Operations Manager – May 2020 to Present
- Responsible for overseeing the day-to-day functions of the Regional Managers.
- Identify challenge programs in cooperation with Regional Managers.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

National Advertising and Recruiting Coordinator – February 2018 – May 2020
- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

Regional Supervisor – September 2016 to 2018
- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

Area Supervisor – July 2016 to 2018
- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.

Kimberly M. Brooks

SECURITAS **2015 to 2016**

Crossing Guard – August 2015 to May 2016

- Conduct safe crossings for pedestrians.

VARIOUS DENTAL PRACTICES **1992 to 2013**

Expanded Functions Dental Assistant – 9 years

- Expanded functions include placing composite and amalgam fillings, polishing fillings, packing retraction cord, taking impressions for crowns, bite splints, and making temporary crowns.
- Working with children that have special needs.
- Charting treatment plans and patient chart maintenance.
- Dietary, preventive and treatment consultations with patients.

Dental Assistant – 12 years

- Chair-side duties include assisting in all procedures including fillings, crown preps, root canals and surgical extractions.
- Scheduling appointments, creating treatment plans and presenting them to patients.
- Supply management, equipment repairs and maintenance. Maintain OSHA standards.

Education and Training

Johnson County Community College
Prerequisites for Dental Hygiene

State of Pennsylvania
Certificate of Radiology

York Vocational Technical School
Dental Assistant Technical School

Work Experience

Team Manager

All City Management Services, Inc. – Santa Fe Springs, CA

March 2023 to Present

Works to develop and implement compliance standards in the training programs within the company for Area Supervisors in an effort to achieve standards of excellence in the safety certification and day to day operations of all School Crossing Guards. Provide support and oversight to Area Supervisors on day-to-day operations, recruitment, hiring, training, and coordinate the assignment of personnel.

Responsible for overall safety and compliance with City, School District and All City Management Service, Inc. standards.

Area Supervisor

Kohl's - Downey, CA

August 2022 to March 2023

Hardlines Area supervisor responsibilities include but are not limited to.,

Opening and closing procedures for the store. Hospitality host shifts in which I am responsible for driving store metrics such as credit, loyalty, and customer service.

Responsible for shoes, home and bath, and kids apparel.

Store Manager

99 Cents Only Stores - Norwalk, CA

May 2018 to November 2021

Excellent customer service skills and ability to be calm and effective in a fast-paced environment. Manage and generate entire store product orders on a weekly (or as necessary) basis to meet sales goals and customer demand.

Oversee the visual merchandising of the entire store, including product placement, shelf and display appearance, according to company standards.

Lead associates in carrying out merchandising plans and customer service objectives.

Leading recruitment, development and retention of a team that operates with clear objectives and strategies in order to achieve goals.

Organize and maintain proper inventory levels in store backroom in order to meet store merchandise scrap and shrink objective.

Manage receiving of merchandise according to company inventory and safety standards.

Responsible for planning and executing Store Seasonal Set-Ups.

Understand Profit & Loss statements (line item level), and be able to effectively manage cost controls.

Coach and counsel associates on performance issues as required.

Manage work schedules according to the budgeted hours and business needs.

Manage external vendors.

Act as first point of contact for all safety, customer and associate issues and work within company guidelines to find the best possible resolution of those issues. Store Manager

Store Manager

Starbucks - South Gate, CA

March 2014 to April 2018

Setting goals for the work group, developing organizational capability, and modeling how we work together.

Demonstrates a calm demeanor during periods of high volume or unusual events and manages smooth transitions thereafter to keep store operating to standard and to set a positive example for the store team.

Displays a customer comes first attitude by training and holding partners accountable for delivering legendary customer service.

Monitors and manages store staffing levels to ensure partner development and talent acquisition to achieve and maintain store operational requirements.

Utilizes existing tools to identify and prioritize communications and regularly uses discretion to filter communications to the store team. Communicates clearly, concisely and accurately in order to ensure effective store operations.

Ensures adherence to applicable wage and hour laws for nonexempt partners and minors.

Solicits customer feedback to understand customer needs and the needs of the local community.

Uses all operational tools to plan for and achieve operational excellence in the store. Tools include Automated Labor Scheduling, Monthly Status Report, Quarterly Business Review, cash management and inventory management.

Assistant Store Manager

Sears - Boyle Heights, CA, US

June 2009 to March 2014

Manage up to 6 Leads, 5 departments, and 115 associates.

Oversee a 2.4-million-dollar footwear department. #2 volume in company.

3.4 million-dollar Men's apparel department and a 1.5-million-dollar home fashions/small kitchen appliance department.

Customer Experience Manager and Manager on Duty responsibility.

Maintained guest relations, effectively handled guest complaints.

Prepare weekly schedules as well as daily schedules.

Lead in projects, mark downs, ad set, planogram completion, daily maintenance of sales floor and fitting rooms typical and POG planning.

Processing of new receipts Follows Associate Contribution closely.

Sets and follows up on individual cashier goals.

Interviews on a weekly basis to fill positions.

Monthly and Weekly Sales Analysis reporting.

Review budgeting reports and adjust costs as needed.

Assistant Manager

Pier 1 Imports - Downey, CA, US

February 2006 to October 2009

Monitored basic and seasonal merchandise displays.

Managed customer relations, controlled expenses, prepared weekly payroll, and supervised shipping and receiving.

Trained in interviewing, counseling, and terminating employees.

Maintained guest relations, effectively handled guest complaints, reviewed budgeting reports, made adjustments in costs as needed and prepared product displays.

Maintained orderly store appearance.

Trained employees in placing and organizing fixtures as wells as merchandising.

Planned, developed, and supervised daily activities.

TAB 3 – GENERAL METHOD AND APPROACH

Approach and Management Plan

ACMS employs a Local and Regional Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager will work together (with input from the City of Carson) to establish specific program objectives and expectations. These Senior Managers then work directly with your Team Manager and Area Supervisors to implement the management plan. The City of Carson Area Supervisor and our Team Manager live and work locally, which allows them to respond quickly to program or client requests.

The Team Manager along with your local Area Supervisor has the responsibility for the direct management of the Crossing Guards and together they will ensure the City's operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce adversarial attitudes by establishing and enhancing the common goal of providing for the safety of school children.

The City of Carson local Area Supervisor is in the field daily when crossings are covered by the guards, and they ensure all guards arrive on time and are ready for duties as scheduled. ACMS has developed a **Crossing Guard "App"** that is geo-fenced, which only allows guards to clock in once they are actually on site. This "App" will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site. This "App" will allow ACMS to not only quickly determine where staffing efforts are needed most but will also improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, should eliminate potential billing inaccuracies.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Team Manager. In addition to verbal training and counseling, the manager is supported by the use of **Field Training Check Lists**, **Field Training Cards**, **Site Performance Evaluations,** and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City representative.

Background checks will be completed on all potential employees as allowed by California state law. Successful completion of the background check, which includes a **National and State of California Criminal and Sex Offender Check**. With all background checks using the applicant's social security number and date of birth to avoid any mistaken identities.

We also use **Sterling Check Systems** that allows for **Extended Global Sanctions that include FBI Most Wanted List, Interpol, Terrorist Watch Lists**, etc. We will also use Social Security verification via E-Verify is required prior to the employee being hired. ACMS will conduct physical assessments to ensure the applicants are physically capable of performing the job duties of a School Crossing Guard. ACMS will comply within the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management. ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our School Crossing Guard Employee Manual.

Internal minimum passing standards along with the City's established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under the California Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Carson Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported within two (2) hours. ACMS shall furnish a written report within five (5) workdays after the date of the incident.

Communications with individual school sites is facilitated by your local Area Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed, making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS management will meet with City representatives for periodic reviews as requested to ensure operational effectiveness.

Recruitment and Staffing

ACMS Managers would assess additional **staffing** needs of the program after meeting with your agency and again following our initial orientation and training meeting. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.

- We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.

- Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children with our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

Supervisor Teams – The City of Carson crossing guard program would continue to benefit from our presence in nearby cities such as: Torrance, Lomita, Los Alamitos, Cypress, Bellflower, Compton, Lennox, Manhattan Beach, Lynwood, South Gate, Downey, Lawndale, Rancho Palos Verdes, Huntington Park, Cudahy, Bell Gardens, and El Segundo. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Employee Retention: To enhance employee satisfaction and support our retention efforts, ACMS reviews guards wage rates annually in an effort to continually remain competitive in the local labor market. If contractual and budget requirements allow; we plan to offer small wage annually based upon performance and tenure.

We also provide publicized employee recognition through our Crossing Guard of the Year programs and Length of Service Awards. Additionally, we provide local Area Supervisors a small budget for employee socials.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***"Employee Handbook for School Crossing Guards"***. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee's progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees' field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it's important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee. ACMS will conduct annual re-fresher training/testing to ensure Crossing Guard performance meets ACMS and City standards.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18" STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

TAB 4 – COST

ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate
(with $100.00 Penalty)

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Carson, CA** Crossing Guard Program.

Proposed Hourly Rate: 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 would 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, we project a **Not to Exceed price of $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, we project a **Not to Exceed price of $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, we project a **Not to Exceed price of $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

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Carson** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

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 would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670
Phone numbers: 310.202.8284 or 800.540.9290
Fax number: 310.202.8325
Website address: www.thecrossingguardcompany.com
24 Hour Emergency Dispatch: 877.363.2267

Chief Operating Officer: Brian Brooks	briann@thecrossingguardcompany.com
Contract Administrator: Claudia Than:	cthan@thecrossingguardcompany.com
Marketing Manager: David Mecusker	david@thecrossingguardcompany.com
Comptroller: John Varner:	jvarner@thecrossingguardcompany.com

Program Pricing is valid for ninety (90) day.

TAB 5 – EXCEPTIONS

Requested Exception Narrative

1. **Project Scope and Specifications: Section B – Specific Requirements; Item 9**

Exception: "In the event a location remains unstaffed, Contractor shall pay, or in the alternate, reduce the monthly billing by $100 for any portion of one-hour not staffed by Contractor."

Requested Revision: *If awarded, we would request the suggested penalties be significantly reduced or omitted. We are in the midst of a nationwide crisis in labor for part-time and low paying occupations. With Crossing Guard jobs requiring employees to go back and forth to work twice daily for a total of 4 hours per day, the candidates interested in this work are limited and the retention rate is unmanageably low. The fact that when we are fortunate enough to hire new Crossing Guards about 20% leave within 30 days dictates a never-ending cycle of recruitment, hiring and training, staffing and then abandonment. With a significant number of Guards leaving with short notice (just before their shift starts) or no notice, staffing all positions has indeed become a nearly impossible task.*

Please note that we understand the reasons behind the penalties and ACMS knows the importance of keeping all sites staffed. As ACMS carries the liability for each site we manage in the City of Carson program, there is no greater motivating factor for ACMS than ensuring all sites are staffed and avoiding any potential liability issues that may arise from unstaffed sites.

As your service provider, the penalties suggested far exceed any potential profit we would earn in staffing that same site. If our staffing levels were 95% the penalties assessed on the remaining 5% would exceed any profit we made on the 95% that we did staff.

This penalty would require ACMS to provide a significant wage increase to the guards in the program that would be competitive with the fast-food workers' bill that recently went into effect at $20.00 per hour. However, this would also increase the total amount of the contract, and we would like to keep the total program cost as low as sustainably possible.

If the City would not waive the penalty clause in the requirements, ACMS would ask that the City consider reducing the penalty to $50.00 for any portion of one hour not staffed by the Contractor. In doing so, ACMS could provide wages lower than $20.00 per hour and in turn provide a lower overall cost to the City of Carson.

The program pricing provided in our RFP response is based on the inclusion of the penalty language as per the requirements. However, we have provided alternative program pricing based on a $50.00 penalty in the hope the City would consider the savings while still having financial recourse in the event a site is unable to be staffed.

Requested Exception Narrative
(continued)

Please see our **alternative program pricing** below:

- **2024/2025 – $30.57 Billing Rate with a Not to Exceed Total of $484,229.00**
  - Crossing Guard Wages - $18.50 per hour
  - Area Supervisor Wages - $21.50 per hour
- **2025/2026 – $32.10 Billing Rate with a Not to Exceed Total of $508,464.00**
  - Crossing Guard Wages - $19.50 per hour
  - Area Supervisor Wages - $22.50 per hour
- **2026/2027 – $33.55 Billing Rate with a Not to Exceed Total of $531.432.00**
  - Crossing Guard Wages - $20.50 per hour
  - Area Supervisor Wages - $23.50 per hour
  - **3 Year Total $1,524,125.00**

- **Option Year 1 (2027/2028) – $34.89 Billing Rate with a Not to Exceed Total of $552,658.00**
  - Crossing Guard Wages - $21.25 per hour
  - Area Supervisor Wages - $24.25 per hour
- **Option Year 2 (2028/2029) – $36.29 Billing Rate with a Not to Exceed Total of $574,834.00**
  - Crossing Guard Wages - $22.00 per hour
  - Area Supervisor Wages - $25.00 per hour
  - **5 Year Total $2,651,617.00**

2. **Agreement for Contract Services; Section 2.4 – Invoices**

Exception: This section states invoicing should be provided monthly.

Requested Revision: *If awarded, we would request a revision to this section. ACMS has a requirement set forth with our financial institution that requires ACMS to invoice at the frequency of payroll, which is bi-weekly.*

We request the ability to invoice the City of Carson on a bi-weekly basis.

Requested Exception Narrative
(continued)

3. Agreement for Contract Services; Section 5.3 – Indemnification

Exception: The verbiage in this indemnification section does not include shared liability in the event of "claims or liabilities".

Requested Revision: *If awarded, we would request a revision to this section that includes shared liability in the event of a claim. ACMS would request a slight rewording of this section, and the following verbiage included as the last paragraph of Section 5.3.*

"Notwithstanding the foregoing, however in the event that a court or jury determines that lability with respect to any claims, actions, complaints or suits were caused or contributed to by the negligent act, error or omission or willful misconduct of either the City or the Consultant, liability will be apportioned between the Consultant on the one hand and the City on the other hand with regard to such claims, actions, complaints or suits based upon the parties' respective degrees of culpability, as determined by the court or jury, and Consultants duty to indemnify the City will be limited accordingly."

We hope the City finds these exceptions fair, reasonable and acceptable.

TAB 6 – REQUIRED FORMS/SUPPORTING DOCUMENTS

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of All City Management Services, Inc. **("Company")** having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids # 24-15**, dated 07/08, **2024** ("RFP"/"IFB"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in **Section F ("Insurance Provisions")** of the Agreement (which Agreement is defined in and made part of the RFP/IFB) and (ii) the Other Insurance requirements described in the RFP/IFB, if any, I represent that I am the authorized **Insurance Broker of Record** for **Company**, and by signing below, I acknowledge, warrant and represent that **Company** meets the requirements set forth in **Insurance Provisions** and any applicable Other Insurance requirements, and if requested, shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

- ☒ General Liability
- ☒ Automobile Liability
- ☒ Worker's Compensation
- ☐ Professional Liability
- ☐ Pollution Liability

Other Insurance Provisions:

- ☐ Cyber Liability
- ☐ Crime Insurance
- ☐ Bonds

[PLEASE CHECK ALL THAT APPLY]

Name of Insurer [Print]	Demetra Farwell, Corporate Secretary **Name, Title [Print]**
Signature	**Date** 8/26/24

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: All City Management Services, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: Demetra Farwell

Title: Corporate Secretary

Date: 8/26/24

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

Signature	8/26/24 **Date**
Demetra Farwell **Printed Name**	Corporate Secretary **Title**

2019.05.08sh

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: All City Management Services, Inc. Date: _____

Address: 10440 Pioneer Boulevard, Suite 5

State: CA Zip Code: 90670 Phone No.: 800 540 9290

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Demetra Farwell Title: Corporate Secretary

Signature: _____ Date: 5/26/24

CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

Name of Firm: All City Management Services, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: Demetra Farwell

Title: Corporate Secretary
Date:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

All City Management Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10440 Pioneer Blvd, Suite 5

6 City, state, and ZIP code

Santa Fe Springs, CA 90670

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

9	5	-	3	9	7	1	5	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Minority Business Enterprise Certification

All City Management Services, Inc. (ACMS) is 100% African American (minority) owned business. Attached is our certification from the National Minority Supplier Development Council, with our North American Industry Classification System (NAICS) Code 561612 and certificate number SC17218.

The current certification provided has expired and ACMS has already submitted our recertification request and is pending an updated MBE certificate. Once received, ACMS will provide the City of Carson with our updated MBE certification.

THIS CERTIFIES THAT

All City Management Services, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561612

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

05/08/2024		SC17218
Issued Date		**Certificate Number**
07/01/2025	**Ying McGuire** **NMSDC CEO and President**	Virginia Gomez
Expiration Date		**Virginia Gomez, President**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Over thirty years of experience in providing communities with
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES

ALL CITY MANAGEMENT SERVICES



Minority owned and family operated for thirty-eight years

PROFESSIONAL SCHOOL CROSSING GUARD SERVICES

ALL CITY MANAGEMENT SERVICES

Exhibit No. 3

LOCATION	SITE NUMBER	SCHOOL	MAXIMUM HOURS PER DAY
Billings Dr./Sherman Ave.	1	Ambler Elementary	4
220th St./Bonita St. (N/E)	2	Bonita Elementary*	4
220th St./Bonita St. (N/W)	3	Bonita Elementary*	4
220th 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
224th Pl./ Caroldale Ave.	10	Caroldale Learning Community*	4
223rd St./ Moneta Ave.	11	Caroldale Learning Community*	4
Figueroa St./Shadwell Ave.	12	Caroldale Learning Community*	4
213th St./Bolsa Ave.	13	Carson Elementary*	4
215th St./ Orrick Ave.	14	Carson Elementary*	4
Avalon Blvd. / Scottsdale Dr.	15	Catskill Elementary	4
236th St./ Panama Ave.	16	Catskill Elementary	4
236th St./ Catskill Ave.	17	Catskill Elementary*	4
Diamondale Dr./Central Ave.	18	Curtiss Middle School*	4
213th St./Water St.	19	Del Amo Elementary*	4
224th St./ Catskill Ave.	20	Dolores Elementary*	4
228th St./ Catskill Ave.	21	Dolores Elementary*	4
Carson St./ Santa Fe Ave.	22	Dominguez Elementary*	4
220th St./ Figueroa St.	23	Stephen White Middle School*	4
220th St./ Moneta Ave.	24	Stephen White Middle School*	4
189th St./ Towne Ave.	25	Towne Avenue Elementary*	4

*Assigned to Contractor

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda 2024-0764.pdf

File #: 2024-0764, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO JOHNSON CONTROLS, INC., FOR INSTALLATION SERVICES OF SPECIALIZED AUDIO-VISUAL SYSTEMS FOR CAPITAL IMPROVEMENT PROJECT PW 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION (CITY COUNCIL)

I. SUMMARY

The current Emergency Operations Center (EOC) is outdated and lacks the essential equipment recommended by the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES), affecting the City's ability to respond effectively to emergencies. To address this issue, the City has invested in the upgrade of the EOC. This investment aims to equip the EOC with modern and adequate resources to fulfill its crucial role during emergencies. As a result, the City has designed a state-of-the art EOC and has purchased the necessary materials and equipment. This agreement is specifically for the installation of the A/V equipment.

On August 7, 2024, an Invitation For Bids (IFB) (Exhibit No. 2) was released via Planet Bids for qualified firms to submit proposals to provide professional installation of specialized materials and audio-visual equipment as needed in the Emergency Operations Center (EOC), as part of Capital Project PW 1731: City Hall Basement/Emergency Operations Center Renovation. The City received one (1) bid proposal (Exhibit No. 3).

After reviewing and evaluating the proposal, Staff determined that Johnson Controls, Inc., is a suitable candidate with the required licenses/certifications for the installation of the specialized materials and audio-visual equipment as needed in the Emergency Operations Center. Accordingly, Staff recommends that Johnson Controls, Inc., be awarded the proposed contract at a not-to-exceed contract sum of $369,938.51, with installation to be completed within one year. Thereafter, maintenance services will be provided for a period of five years (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Public Works Agreement with Johnson Controls, Inc., for the installation of specialized materials and audio-visual equipment as needed in the Emergency Operations Center (EOC), as part of Capital Improvement Project PW 1731: City Hall Basement/Emergency Operations Center Renovation, for a not-to-exceed contract sum of $369,938.51 (Exhibit No. 1).
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, subject to compliance with applicable law.

IV. BACKGROUND

The City of Carson was awarded American Rescue Plan Act funding to support various projects, one of which is the basement renovation including the Emergency Operation Center (EOC), as well as administrative office space for the Public Safety & Emergency Services (PS/ES) and the Information Technology & Security (ITS) Departments.

Recognizing the critical role these areas play in emergency coordination, the City has prioritized improvements to the basement facilities. The EOC is essential for supporting emergency response, business continuity, and crisis communication efforts. When activated, it serves as a centralized command and control center where various regional agencies can collaborate on fire safety, law enforcement, emergency medical services, and public information dissemination for the community. Additionally, when not in use for emergencies, the EOC will function as a training facility focused on emergency preparedness.

The existing systems and audio-visual capabilities require upgrades due to their age, frequency of use, and advancements in technology. Once the renovations are completed, the facility will be equipped to better prepare for, respond to, and recover from both natural and man-made disasters.

Staff developed a detailed design-build plan, to include a list of specialized materials needed for the installation of state-of-the-art technology. This technology will enhance the viewing of visual information, data, and video feeds, improving the current systems in use. On August 6, 2024, Staff recommended, and City Council approved the purchase of these specialized materials from the Johnson Controls Bill of Materials and awarded a five-year equipment service agreement.

The equipment manufacturers require all installations of their equipment and systems to be performed by a licensed/certified partner. Additionally, a CTS-I and CTS-D certified employee will be required to maintain the warranty status. Any equipment installation or service provided by an unauthorized party will void the equipment warranty. Therefore, on August 7, 2024, an Invitation For Bids (IFB) was released via Planet Bids for qualified firms to submit proposals to provide professional installation of specialized materials and audio-

visual equipment as needed. The IFB closed successfully on August 29, 20224 at 11:00 am with one (1) bid submittal from Johnson Controls, Inc.

Following a review of their proposal, Staff determined that Johnson Controls, Inc., is a suitable candidate with the required licenses/certifications for the installation of the specialized materials and audio-visual equipment as needed in the Emergency Operations Center. Accordingly, staff recommends that Johnson Controls, Inc., be awarded the proposed contract at a not-to-exceed contract sum of $369,938.51 (Exhibit No. 1).

V. FISCAL IMPACT

If the Agreement is approved, the total cost of $369.938.51 will be paid out of 101-99-999-904-6004 PW 1731 Basement/Emergency Operation Center Renovation account, resulting in no fiscal impact.

VI. EXHIBITS

1. Agreement with Johnson Controls, Inc. (pgs.4-44)
2. IFB 24-22: EOC AVS installation (pgs.45-57)
3. Johnson Controls EOC AVS Installation Proposal (pgs.58-97)

Prepared by: Nora Garcia, Emergency Services Manager

Exhibit No. 1

PUBLIC WORKS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF CARSON AND JOHNSON CONTROLS INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and Johnson Controls Inc., a Wisconsin corporation authorized to conduct business in California ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Invitation for Bids (IFB) No. 24-22 Emergency Operations Center (EOC): Specialized Audio-Visual Systems Installation Services ("**Global Project**"). Contractor shall install specialized materials and audio-visual equipment to be furnished by the City as needed in City's Emergency Operations Center (EOC). The scope of work includes two integrations, encompassing hardware and software components. For hardware integration, the project involves installing and integrating specialized audio-visual equipment as specified by Samsung, Premier Mounts, RGB Spectrum, QSC, Apple, Iport, CISCO, Shure, Logitech, Middle Atlantic, JCI-PSA and Surgex, which includes a direct-view LED video wall, multiple displays, dedicated PCs with HDMI outputs, a comprehensive video wall processor, audio

equipment with DSP and microphones, conferencing components, equipment racks, control systems, and wireless access points. The detailed installation plan ensures all components are positioned and interconnected to function cohesively within the audio-visual system. For software integration, the scope focuses on configuring a robust control system that manages all audio-visual components centrally which involves designing user interfaces tailored to different roles, implementing functional requirements such as content sharing and conferencing capabilities, developing intuitive graphical user interfaces, customizing systems to align with City preferences, integrating all equipment into the control system, providing comprehensive training and documentation, conducting rigorous testing, and ongoing maintenance support post-installation. Together, these efforts aim to deliver an optimized audiovisual environment that seamlessly meets the City's operational needs. Contractor shall collaborate with the material/equipment providers to ensure cohesive oversight and secure equipment storage, minimizing disputes and logistical concerns. Contractor shall also provide City a five (5) year device warranty. The entirety of the Global Project minus the warranty and ongoing maintenance support post-installation will comprise the public works component of the Global Project ("**Project**"). All work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated August 22, 2024, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation

for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall

immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an

additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is

done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Three Hundred Sixty Nine Thousand Nine Hundred Thirty Eight Dollars and Fifty One Cents ($369,938.51)** ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is **Three Hundred Sixty Nine Thousand Nine Hundred Thirty Eight Dollars and Fifty One Cents ($369,938.51)**, as the warranty and ongoing maintenance support post-installation will be provided at no cost to the City.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within one (1) year after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement with respect to the Project shall expire one (1) year following City's acceptance of the Project. Once the Project is accepted by the City, Contractor

will provide City with warranty and ongoing maintenance support post-installation services for a period of five (5) years thereafter.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Mark Thummel (Name)	Account Executive-Building Solutions (Title)
John Kalinin (Name)	Account Executive-Building Solutions (Title)
_____ (Name)	_____ (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Project Manager.

The Project Manager shall be Nora A. Garcia, MPA, Emergency Services Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of the Project component of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with work for the Project component of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement that concerns the Project;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the

performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain

or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served

upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Global Project accepted by City up to the effective date of termination unless any portion of the Global Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim

arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by

a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 5757 N. Green Bay Ave.
Milwaukee, WI 53209

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

D. TABLE A: BILL OF MATERIALS

The table below lists the materials (City-furnished) that will require installation.

Mfg.	Description	Qty.
	Main Wall Displays	
SAMSUNG	IAB 110" 2K - Wall Displays, LED, 1.26M, 640X360 PIXELS, 1600 NITS, 219 LB 109.3"DIA INDO	3
	SIDE DISPLAYS	
SAMSUNG	LCD, 55" COMMERCIAL 4K UHD DISPLAY, 700 NIT	2
PREMIER MOUNTS	MOUNT, UNIVERSAL REDUCED DEPTH FLAT WALL FOR 42-83" (BLACK)	2
	VIDEO WALL PROCESSOR - 40 IN and 8 OUT	
RGB SPECTRUM	GO56A CHASSIS, WIN10, 2x MD-4H-4, 10x IP4K-E, Raid, Plus, Un	1
RGB SPECTRUM	CABLE RETENTION BRACKET FOR GO IP4K AND IP4K-E CARDS	10
RGB SPECTRUM	ADAPTER, MINI HDMI TO HDMI	40
RGB SPECTRUM	BRACKET, CABLE RETENTION FOR GO MD-4H-4 CARD	2
RGB SPECTRUM	TRANSMITTER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	RECEIVER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	SHELF, 6RU FOR UP TO 10 CAT-LINX 2 UNITS	5
RGB SPECTRUM	POWER SUPPLY, 12 PORTS @ 12VDC/25W PER PORT, 400W FULL LOAD	4
RGB SPECTRUM	BRACKET, TABLE OR WALL FOR A SINGLE CAT-LINX 2 OR ZIO ENDPOI	40
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	80
	SOURCES	
CLIENT PROVIDED	OFE - DELL INSPIRON 27" ALL IN ONE (Owner Furnished Equipment)	33
CLIENT PROVIDED	OFE - GUEST LAPTOPS WITH HDMI OUTPUT (Owner Furnished Equipment)	2
CLIENT PROVIDED	OFE - CABLE TV RECEIVER WITH HDMI OUTPUT (Owner Furnished Equipment)	1
CLIENT PROVIDED	OFE - INTERNET FEED FOR NEWS STATIONS (Owner Furnished Equipment)	2
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3

AUDIO/CONTROL SYSTEM		
QSC	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1
QSC	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 UCI DEPLOYMENT, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 SCRIPTING ENGINE, PERPETUAL	1
QSC	Q-SYS PERIPHERAL PROVIDING CONTROL EXPANSION W/1IR RCV/4IR E	1
QSC	NETWORK I/O EXPANDER, 4 SERIAL COMMUNICATION I/O	1
QSC	TRAY, RACK MOUNT AND BALNKING PANELS, UP TO 4 UNITS	1
QSC	CONTROLLER, 10.1" TOUCH PANEL FOR IN-WALL MOUNT, BLACK	1
QSC	TABLETOP MOUNTING ACCESSORY FOR TSC-70-G3 / TSC-101W- G3	1
APPLE COMPUTER	IPAD PRO, 11", 128GB, WI-FI, silver	6
IPORT	CASE, 10.9" IPAD AIR 4TH GEN (BLACK)	6
IPORT	BASE STATION, CONNECT PRO, BLACK	6
CISCO	Wi-Fi Access Point - CB150AX	1
SHURE	MICROPHONE, 24" CEILING ARRAY, SQUARE, WHITE	6
SHURE	RECEIVER, DUAL DIGITAL WIRELESS W/INTERNAL PWR SUP, 1/2 WAVE	1
SHURE	BRACKET, MOUNT AND BNC ADAPTER FOR REMOTE ANTENNA	2
SHURE	CABLE, 25' UHF REMOTE ANTENNA EXTENSION	1
SHURE	CABLE, 50' UHF	1
SHURE	DIGITAL WIRELESS BODYPACK TRANSMITTER W/MINI 4-PIN CONNECTOR	2
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	2
SHURE	DUAL DOCKING CHARGER W/OUT POWER SUPPLY	1
QSC	SPEAKER, 6.5" CEILING LOW PROFILE, 70/100V (ORDER IN PAIRS)	6
QSC	AMPLIFIER, 4 CHANNEL 1/2 RU, ENERGY STAR	1
QSC	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	1
NETGEAR	SWITCH, M2450 40G8F POE PLUS MNGD SW	1
CONFERENCING - BYOM		

QSC	CAMERA, 20X OPTICAL ZOOM PTX, POE W/WALL MNT BRACKET	3
QSC	BRACKET, CEILING MOUNT FOR PTZ CAMERA	3
QSC	ALLOCATION FOR CONFERENCING COMPUTER	1
LOGITECH	KEYBOARD/MOUSE COMBO, WIRELESS DESKTOP WAVE MK550	3
LIBERTY WIRE AND CABLE	EXTENDER, USB 2.0 SET	3
Mfg.	**Description**	**Qty.**
COMPREHENSIVE VIDEO	CABLE, 6' USB 2.0 TO B MALE	3
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3
RACK EQUIPMENT		
MIDDLE ATLANTIC	RACK, 41 SPACE 38" DEEP MULTIBAY BRG RK	2
MIDDLE ATLANTIC	FAN TOP, INTEGRATED 552 CFM DC, INCLUDES 8 FANS	2
MIDDLE ATLANTIC	DOOR, VENTED FRONT, FITS 41 SPACE BGR SERIES RAC	2
MIDDLE ATLANTIC	SIDE PANELS, 41SP/38DP - BGR	2
SURGEX	POWER CONDITIONER, RACK MOUNT 1RU 9 OUTLET 20 AMP W/REMOTE	4
MIDDLE ATLANTIC	SCREW, W/WASHER PHILLIPS 10-32 (100 PC)	1
MIDDLE ATLANTIC	NUT, 10/32 CAGE	2
MIDDLE ATLANTIC	RACKSHELF, 1 SPACE VENTED, 4PK	2
MIDDLE ATLANTIC	1 SPACE (1 3/4") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	2 SPACE (3 1/2") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	"L" SHAPED LACING BAR, 10 PC. PACK	2
DELL OR EQUAL	ALLOCATION FOR NEWS FEED COMPUTER	2
Device Warranty - 5 Years		
SAMSUNG	110" Wall Display – Includes Advanced Replacement Kit	3
SAMSUNG	55" Display	2
RGB SPECTRUM	GALILEO Video Controller, Software, Equipment	1
Room Support and Maintenance		
	Preventative Maintenance Agreement	60 Months

E. TABLE B: COST SHEET

Description	Price
Labor: The installation includes A/V Systems integration with the Qumulex system, systems engineering, documentation, drawings and programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. (*Prevailing Wages)	**$356,025.47**
Labor: Wire installation, testing with certification Wages)	**$13,913.04**
Total Bid:	**$369,938.51**
Note: Any equipment installation or service provided by an unauthorized party will void the equipment warranty.	

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"**5.1 Insurance Coverages.**

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

~~(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key~~

~~equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.~~

~~If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.~~

~~(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $5,000,000 per claim and no less than $5,000,000 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 Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City."

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls Inc., a Wisconsin corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Three Hundred Sixty Nine Thousand Nine Hundred Thirty Eight Dollars and Fifty One Cents ($369,938.51).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Johnson Controls Inc., a Wisconsin corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Three Hundred Sixty Nine Thousand Nine Hundred Thirty Eight Dollars and Fifty One Cents ($369,938.51).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

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

INVITATION FOR BIDS (IFB) NO. 24-22

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

EMERGENCY OPERATIONS CENTER (EOC): SPECIALIZED AUDIO-VISUAL SYSTEMS INSTALLATION SERVICES

ISSUE DATE:	**08/07/24**
QUESTIONS DEADLINE:	**08/15/24 | 09:00 AM**
BID DEADLINE:	**08/22~~2~~9/24 | 11:00 AM**

BIDS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC BIDS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late bids will be accepted. Bids received after the deadline established will not be considered. Bidders are strongly encouraged to carefully read the entire IFB and are solely responsible for the timely submittal of complete bids. The City reserves the sole right to evaluate the bids submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject bids, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process. Please note submissions are not confidential and are subject to release in response to a public records request opening of bids.

Please note, in the event of a conflict between any details included in this IFB and any details in PlanetBids, this IFB 24-22 shall control and govern.

To view other bidding opportunities from the City of Carons, please visit:
https://ci.carson.ca.su/Finance/Bidding.aspx

IFB No. 24-22
EMERGENCY OPERATIONS CENTER (EOC): SPECIALIZED AUDIO-VISUAL SYSTEMS INSTALLATION SERVICES

Table of Contents

A. Summary

B. Specific Bid Requirements

C. Questions and Addendums

D. Bidder Qualifications

E. Project Location and Schedule

F. Insurance Requirements

G. Bid Opening, Document Review and Award of Contract

H. Project Scope and Specifications

Additional Documents Available as Downloads from PlanetBids

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

A. SUMMARY

The City of Carson, hereinafter referred to as "City", is seeking bids from qualified and experienced contractors to install specialized materials and audio-visual equipment as needed in an Emergency Operations Center (EOC). The current EOC is outdated and lacks the essential equipment recommended by the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES), compromising its ability to respond effectively to emergencies. To address this issue, the city has invested in the upgrade of the EOC. This investment aims to equip the EOC with modern and adequate resources to fulfill its crucial role during emergencies. As a result, the city has designed a state-of-the art EOC and has purchased the necessary materials and equipment. This solicitation is for the installation of the equipment.

No bid may be withdrawn for a period of 90 days once bids have been opened by the Purchasing Manager or assigned designee.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take place approximately 90 days after the scheduled bid opening date.

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

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

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

B. SPECIFIC BID REQUIREMENTS

All bids in response to this IFB must be submitted electronically on PlanetBids no later than the due date and time established. Please allow sufficient time to prepare, scan and upload

your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bid after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered bids will not be accepted.

Bidders will be required to complete "item" fields in PlanetBids that include description, quantity, and price. In addition to completing all required fields in PlanetBids, bidders will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table.

Required Bid Sections and Documents		
1	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective vendor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If bidder is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State.	Required
2	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three (3) references. (download from PlanetBids)	Required
3	**Subcontractor List** (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
4	**Modification, Changes or Exceptions to the City's Contract Services Agreement** (template available for download from PlanetBids) Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
5	**Cost** **I**nclude all relative pricing information	Required
6	**Affidavit of Non-Collusion and Non-Discrimination** (download from PlanetBids)	Required
7	**Affidavit of Non-Federal Lobbyist Requirements** (download from PlanetBids)	Required
8	**Debarment and Suspension Certificate** (download from PlanetBids)	Required
9	**Acknowledgement of Insurance Endorsement** (download from PlanetBids)	Required

Every document uploaded to PlanetBids must include bidder name and **IFB No. 24-22.**

C. QUESTIONS AND ADDENDA

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

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

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

D. BIDDER QUALIFICATIONS

Bidders must meet the following minimum qualifications outlined below. Bidders who do not meet the minimum qualifications will be disqualified.

1. Awarded contractor and any subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Contractors and any subcontractors are responsible for maintaining active registration with the DIR for the duration of the contract. Pursuant to Labor Code Section 1773, this work is subject to prevailing wages as established by the DIR for the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the contract. Refer to the California DIR's website, http://www.dir.ca.gov/dlsr for such prevailing wages and additional information. Certified payrolls must be submitted to the DIR online portal.

3. Awarded contractor and any subcontractors must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

4. Awarded contractor must maintain good standing, having completed RGB Spectrum **301-C** training at RGB HQ in Alameda, CA, within the past year.

5. Awarded contractor must maintain and include: certification as an AV Provider of Excellence (APEx) by Infocomm/AVIXA, staff with Certified Technology Specialist (CTS) credentials (including CTS, CTS-Design, and CTS-Installation), an operational office within 50 miles of the project site capable of providing service and support, dedicated experience in control room environments, particularly in command and operation centers, extensive project management experience specific to RGB Spectrum projects, and recent references demonstrating proficiency with the required equipment within the same geographic market over the last three years.

6. Staff Qualifications:
   a. Must be AV Provider of Excellence (APEx) Certified Company by Infocomm/AVIXA
   b. Must be in good standing, having completed RGB Spectrum **301-C** training at RGB HQ in Alameda, CA in the last 12 months.
   c. Must have CTS certified personnel on staff

i. Certified Technology Specialist
ii. CTS – Design
iii. CTS – Installation

d. Must have an office capable of providing service and support within 50 miles of project site.
e. Must have a division dedicated to working on control room environments such as command centers and operation centers.
f. Must have project managers with 5+ years of experience in similar RGB Spectrum projects.
g. Must have references utilizing the requested equipment in the last 3 years in the same geographic market.

Failure of the contractor to maintain or include evidence of the specified requirements may result in a bid being deemed nonresponsive. The equipment manufacturers require all installations of their equipment and systems to be performed by a licensed/certified partner. Additionally, a CTS-I and CTS-D certified employee will be required to maintain the warranty status. Any equipment installation or service provided by an unauthorized party will void the equipment warranty. **Failure of a bidder to demonstrate the ability to complete the services without jeopardizing warranty may result in the bid being deemed nonresponsive.**

E. PROJECT LOCATION & SCHEDULE

Job location: City Hall – 701 E Carson St., Carson, CA 90745
Job Work Schedule: TBD

Note: The area is currently undergoing construction and no specific photos of the EOC site are readily available. In addition, due to the nature of the intended use for the space as an Emergency Operations Center, the specific area within the building will be disclosed to the selected bidder for the work.

F. INSURANCE REQUIREMENTS

The selected bidder must comply with the insurance requirements detailed in the Contract Services Agreement and below.

If a bidder believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 5 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

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

Description of Operations:

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

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

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $5,000,000 per claim and no less than $5,000,000 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 Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

Bonds

a. Payment Bond: Required, 100% of Bid Amount
b. Performance Bond: Required, 100% of Bid Amount

F. PRICING

Bidders shall provide everything necessary, at their own expense including, but not limited to, labor, prep work, materials, supplies, parts, tools, and equipment required to provide the required products and to dispose of materials.

The lump sum bid price must include all necessary materials and fees to provide the

required vehicles. Permits, licenses and fees must be obtained at the awarded Bidder's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

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

Refer to Table B of the Project Scope and Specifications.

G. BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All bids will be opened publicly by the Office of the City Clerk, via PlanetBids, on the date and time established. Bid results will not be given out via telephone, or facsimile. Bid documents must be submitted on time and meet the minimum requirements outlined in the Specifications/Cost Sheet.

Once award is determined, a Notice of Intent to Award will be issued via email to all participants of this IFB.

Bid protest procedures may be obtained from Purchasing. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

No contract exists until the City Council has made the award, and the Contract Services Agreement has been fully executed.

H. SPECIFIC EVALUATION CRITERIA FOR AWARD OF CONTRACT

Award will be made pursuant to PCC 22038.

The City may request a qualification interview with the highest ranked bidders(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This IFB does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the IFB. All responses to this IFB become the property of the City.

PROJECT SCOPE AND SPECIFICATIONS
IFB 24-22 EMERGENCY OPERATIONS CENTER (EOC): SPECIALIZED AUDIO-VISUAL SYSTEMS INSTALLATION SERVICES

SCOPE OF WORK

The scope of work includes two integrations, encompassing hardware and software components. For hardware integration, the project involves installing and integrating specialized audio-visual equipment as specified by Samsung, Premier Mounts, RGB Spectrum, QSC, Apple, Iport, CISCO, Shure, Logitech, Middle Atlantic, JCI-PSA and Surgex. This includes a direct-view LED video wall, multiple displays, dedicated PCs with HDMI outputs, a comprehensive video wall processor, audio equipment with DSP and microphones, conferencing components, equipment racks, control systems, and wireless access points. The detailed installation plan ensures all components are positioned and interconnected to function cohesively within the audio-visual system. The City will supply all equipment for the project.

For software integration, the scope focuses on configuring a robust control system that manages all audio-visual components centrally. This involves designing user interfaces tailored to different roles, implementing functional requirements such as content sharing and conferencing capabilities, developing intuitive graphical user interfaces, customizing systems to align with client preferences, integrating all equipment into the control system, providing comprehensive training and documentation, conducting rigorous testing, and offering ongoing support post-installation. Together, these efforts aim to deliver an optimized audiovisual environment that seamlessly meets the city's operational needs.

In undertaking this substantial project, the City mandates that the installer collaborates with the material/equipment provider to ensure cohesive oversight and secure equipment storage, minimizing disputes and logistical concerns.

Note: Any equipment installation or service provided by an unauthorized party will void the equipment warranty. To preserve the City's Investment of Materials/Equipment, the City reserves the right to be the judge of a vendor's authorization to perform the required services.

Table A: Bill of Materials

The table below lists the materials (City-furnished) that will require installation.

Mfg.	Description	Qty.
Main Wall Displays		
SAMSUNG	IAB 110" 2K - Wall Displays, LED, 1.26M, 640X360 PIXELS, 1600 NITS, 219 LB 109.3"DIA INDO	3
SIDE DISPLAYS		
SAMSUNG	LCD, 55" COMMERCIAL 4K UHD DISPLAY, 700 NIT	2
PREMIER MOUNTS	MOUNT, UNIVERSAL REDUCED DEPTH FLAT WALL FOR 42-63" (BLACK)	2
VIDEO WALL PROCESSOR - 40 IN and 8 OUT		
RGB SPECTRUM	GO56A CHASSIS, WIN10, 2x MD-4H-4, 10x IP4K-E, Raid, Plus, Un	1
RGB SPECTRUM	CABLE RETENTION BRACKET FOR GO IP4K AND IP4K-E CARDS	10
RGB SPECTRUM	ADAPTER, MINI HDMI TO HDMI	40
RGB SPECTRUM	BRACKET, CABLE RETENTION FOR GO MD-4H-4 CARD	2
RGB SPECTRUM	TRANSMITTER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	RECEIVER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	SHELF, 6RU FOR UP TO 10 CAT-LINX 2 UNITS	5
RGB SPECTRUM	POWER SUPPLY, 12 PORTS @ 12VDC/25W PER PORT, 400W FULL LOAD	4
RGB SPECTRUM	BRACKET, TABLE OR WALL FOR A SINGLE CAT-LINX 2 OR ZIO ENDPOI	40
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	80
SOURCES		
CLIENT PROVIDED	OFE - DELL INSPIRON 27" ALL IN ONE (Owner Furnished Equipment)	33
CLIENT PROVIDED	OFE - GUEST LAPTOPS WITH HDMI OUTPUT (Owner Furnished Equipment)	2
CLIENT PROVIDED	OFE - CABLE TV RECEIVER WITH HDMI OUTPUT (Owner Furnished Equipment)	1
CLIENT PROVIDED	OFE - INTERNET FEED FOR NEWS STATIONS (Owner Furnished Equipment)	2
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3
AUDIO/CONTROL SYSTEM		
QSC	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1
QSC	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL	1

QSC	SOFTWARE LICENSE, Q-SYS CORE 110 UCI DEPLOYMENT, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 SCRIPTING ENGINE, PERPETUAL	1
QSC	Q-SYS PERIPHERAL PROVIDING CONTROL EXPANSION W/1IR RCV/4IR E	1
QSC	NETWORK I/O EXPANDER, 4 SERIAL COMMUNICATION I/O	1
QSC	TRAY, RACK MOUNT AND BALNKING PANELS, UP TO 4 UNITS	1
QSC	CONTROLLER, 10.1" TOUCH PANEL FOR IN-WALL MOUNT, BLACK	1
QSC	TABLETOP MOUNTING ACCESSORY FOR TSC-70-G3 / TSC-101W- G3	1
APPLE COMPUTER	IPAD PRO, 11", 128GB, WI-FI, silver	6
IPORT	CASE, 10.9" IPAD AIR 4TH GEN (BLACK)	6
IPORT	BASE STATION, CONNECT PRO, BLACK	6
CISCO	Wi-Fi Access Point - CB150AX	1
SHURE	MICROPHONE, 24" CEILING ARRAY, SQUARE, WHITE	6
SHURE	RECEIVER, DUAL DIGITAL WIRELESS W/INTERNAL PWR SUP, 1/2 WAVE	1
SHURE	BRACKET, MOUNT AND BNC ADAPTER FOR REMOTE ANTENNA	2
SHURE	CABLE, 25' UHF REMOTE ANTENNA EXTENSION	1
SHURE	CABLE, 50' UHF	1
SHURE	DIGITAL WIRELESS BODYPACK TRANSMITTER W/MINI 4-PIN CONNECTOR	2
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	2
SHURE	DUAL DOCKING CHARGER W/OUT POWER SUPPLY	1
QSC	SPEAKER, 6.5" CEILING LOW PROFILE, 70/100V (ORDER IN PAIRS)	6
QSC	AMPLIFIER, 4 CHANNEL 1/2 RU, ENERGY STAR	1
QSC	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	1
NETGEAR	SWITCH, M2450 40G8F POE PLUS MNGD SW	1
CONFERENCING - BYOM		
QSC	CAMERA, 20X OPTICAL ZOOM PTX, POE W/WALL MNT BRACKET	3
QSC	BRACKET, CEILING MOUNT FOR PTZ CAMERA	3
QSC	ALLOCATION FOR CONFERENCING COMPUTER	1
LOGITECH	KEYBOARD/MOUSE COMBO, WIRELESS DESKTOP	3

	WAVE MK550	
LIBERTY WIRE AND CABLE	EXTENDER, USB 2.0 SET	3
Mfg.	**Description**	**Qty.**
COMPREHENSIVE VIDEO	CABLE, 6' USB 2.0 TO B MALE	3
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3
RACK EQUIPMENT		
MIDDLE ATLANTIC	RACK, 41 SPACE 38" DEEP MULTIBAY BRG RK	2
MIDDLE ATLANTIC	FAN TOP, INTEGRATED 552 CFM DC, INCLUDES 8 FANS	2
MIDDLE ATLANTIC	DOOR, VENTED FRONT, FITS 41 SPACE BGR SERIES RAC	2
MIDDLE ATLANTIC	SIDE PANELS, 41SP/38DP - BGR	2
SURGEX	POWER CONDITIONER, RACK MOUNT 1RU 9 OUTLET 20 AMP W/REMOTE	4
MIDDLE ATLANTIC	SCREW, W/WASHER PHILLIPS 10-32 (100 PC)	1
MIDDLE ATLANTIC	NUT, 10/32 CAGE	2
MIDDLE ATLANTIC	RACKSHELF, 1 SPACE VENTED, 4PK	2
MIDDLE ATLANTIC	1 SPACE (1 3/4") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	2 SPACE (3 1/2") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	"L" SHAPED LACING BAR, 10 PC. PACK	2
DELL OR EQUAL	ALLOCATION FOR NEWS FEED COMPUTER	2
Device Warranty - 5 Years		
SAMSUNG	110" Wall Display – Includes Advanced Replacement Kit	3
SAMSUNG	55" Display	2
RGB SPECTRUM	GALILEO Video Controller, Software, Equipment	1
Room Support and Maintenance		
	Preventative Maintenance Agreement	60 Months

Table B: Cost Sheet

Description	**Price**
Labor: The installation includes A/V Systems integration with the Qumulex system, systems engineering, documentation, drawings and programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on	**$**

and off premises. (*Prevailing Wages)	
Labor: Wire installation, testing with certification (*Prevailing Wages)	**$**
Total Bid:	**$**
Note: Any equipment installation or service provided by an unauthorized party will void the equipment warranty.	

Exhibit No. 3

City of Carson, CA

INVITATION FOR BIDS (IFB) NO. 24-22

Emergency Operations Center (EOC): Specialized Audio-Visual Systems Installation Services



August 22, 2024

Addendum No. 01 Dated August 21 in PlanetBids is Acknowledged and Accepted

Addendum No. 02 Dated August 21 in PlanetBids is Acknowledged and Accepted

Presented to:
The City of Carson, California
Nora A. Garcia
Emergency Services Manager

Submitted by:
Mark Thummel and John Kalinin
Account Executives-Building Solutions NA
(702) 664-9100
mark.a.thummel@jci.com

The power behind **your mission**

Johnson Controls

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A. JOHNSON CONTROLS INC. - PROPOSAL RESPONSE

Johnson Controls is pleased to provide the following proposal outlining the scope of work, specialized audio-visual systems installation services for the bill of material items, which include the following: The installation of the A/V Systems, integration with the Qumulex system, systems engineering, documentation, drawings, programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. Labor is provided at Prevailing Wages rates.

Johnson Controls has a deep history of being a security solutions provider for hundreds of municipalities nationwide. We have an appreciation for the work that local city leaders do, the challenges they face, and we are proud to serve as the preferred security solutions provider for so many cities, townships, and others.

This proposal is being submitted by John Kalinin and Mark Thummel for your review and consideration. Part of the management team for this account includes Andrew Krynen. Andrew is authorized to contract with the City of Carson on behalf of Johnson Controls Inc.

Johnson Controls Inc. has locations throughout the state of California, and we are in good standing with the California Secretary of State. Additional information about JCI includes:

Name of Company	Johnson Controls Inc.
Corporate Address	Corporate Headquarters 5757 N. Green Bay Ave. Milwaukee, WI 53209
Form of Ownership	C Corp.
Number of Employees	Johnson Controls Security Inc. has approximately 10,400 employees. Johnson Controls International plc has a global team of approximately 105,000 employees.
FEIN	39-0380010
DIR – Prevailing Wage	100000593
Description of Business	Johnson Controls Inc, a unit of Johnson Controls International plc, is the security industries' leading systems integrator in North America and has been doing business in the United States since 1874.

The contents of this proposal(s) in their entirety are presented solely, as representation of our development, design, and delivery capabilities. The entire contents of this document are confidential may not be disclosed, copied to any other document, or distributed, without sole written permission by an authorized Johnson Controls, Inc. representative.

B. Required Bid Sections and Documents

Required Bid Sections and Documents		
1	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective vendor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If bidder is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State.	Required Attached Item No. 1
2	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three (3) references. (download from PlanetBids)	Required Attached Item No. 2
3	**Subcontractor List** (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required Attached Item No. 3
4	**Modification, Changes or Exceptions to the City's Contract Services Agreement** (template available for download from PlanetBids) Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required Attached Item No. 4
5	**Cost** Include all relative pricing information	Required Attached Item No. 5
6	**Affidavit of Non-Collusion and Non-Discrimination** (download from PlanetBids)	Required Attached Item No. 6
7	**Affidavit of Non-Federal Lobbyist Requirements** (download from PlanetBids)	Required Attached Item No. 7
8	**Debarment and Suspension Certificate** (download from PlanetBids)	Required Attached Item No. 8
9	**Acknowledgement of Insurance Endorsement** (download from PlanetBids)	Required Attached Item No. 9

1. ITEM NO. 1: COMPANY CERTIFICATION AND PERSONNEL VERIFICATION

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Julie Brandt, President, Building Solutions, pursuant to the authority vested in her by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated April 24, 2023, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated April 24, 2023, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated April 24, 2023, hereby authorizes:

Andrew Krynen
Market General Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 25th day of April, 2024.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Julie Brandt
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Heather A. Brown
Vice President and Secretary
Johnson Controls Fire Protection LP
Vice President and Assistant Secretary
Johnson Controls Security Solutions LLC

In addition to this attached Delegation of Authority Certificate, Johnson Controls, Inc. confirms that Johnson Controls, Inc. is in good standing with the California Secretary of State.

2. ITEM NO. 2: CLIENT REFERENCE LIST

CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Company Name: Johnson Controls, Inc. with AVI-SPL
Number of years as a contractor in the work of this type: 15 years
Three projects/clients references for this type of work:

Client Name **Elk Grove Police Real Time Information Center**
Address 8400 Laguna Palms Way
Elk Grove, CA 95758-8045
Contact Name Tamara Lopez, Management Analyst
Contact Email tlopez@elkgrovepd.org Contact Phone Number (916) 478-8167
Project Description design a state-of-the-art Real Time Information Center.
with RGB Spectrum Galileo solution managing their video wall.
Project Start Date 3/2018 Project End Date 6/2019
Project Amount: $2M

Client Name **Metropolitan Water District of Southern California**
Address 3972 Valley View Ave. Yorba Linda, CA 92886 Contact Name Veena Konanur
Email VKonanur@mwdh2o.com Phone Number 213.217.6130
Project Description outfitting a Large Public Boardroom with Dual Arc 'ed 220" (16ft W x 9ft) H LED Video Walls
Project Start Date 8/2020 Project End Date 4/2022
Project Amount: $3.4M

Client Name **Ventura County Security Operations Center**
Address 800 S Victoria Avenue, 93009
Contact Name Sean Payne Email Sean.Payne@ventura.org Phone Number (805) 654-3816
Project Description Upgraded the outdated 24/7 security operations room.
Project Start Date 6/2022 Project End Date: 9/2024
Project Amount: $537,000

Bidder's Signature *Mark Thommet*

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

05.08.19sh

3. ITEM NO. 3: SUBCONTRACTOR LIST

Johnson Controls Inc. Response:

Johnson Controls Inc will use AVI-SPL Security as a sub-contractor for this proposal, and we have worked closely we are completely aligned in delivering the highest standards of delivery excellence. AVI-SPL will be providing the systems off site and on site assembly, installation, testing and final commissioning.

The following is information about AVI-SPL Security, plus a copy of their executive summary.

Business Name: AVI-SPL

Contractor's License Number: 1077523

Entity: LLC

Expiration Date: 06/30/2025

All subcontractors are required to submit verification that any of their employees who may perform work at a customer jobsite have undergone drug screening and background checks. When using subcontractors, Johnson Controls always maintains ownership of the project and interacts directly and consistently with the subcontractor to coordinate installations. Every Installation performed by a subcontractor is evaluated and certified by a Johnson Controls field service technician to ensure quality standards are met

4. ITEM NO. 4: MODIFICATION, CHANGES OR EXCEPTIONS TO THE CITY'S CONTRACT SERVICES

Johnson Controls, Inc.
Rider to City of Carson
IFB No. 24-22 Public Works Agreement

This Rider is made as of **August 19, 2024,** by and between **Johnson Controls, Inc.** ("Contractor") and **City of Carson** ("City") and amends the **IFB No. 24-22 Emergency Operations Center (EOC): Specialized Audio-Visual Systems Install Services Public Works Agreement** (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Contractor and City with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof. Notwithstanding anything to the contrary, in the event of a conflict between the provisions of this Rider and the Agreement, the provisions of this Rider shall prevail.

1. **Price Adjustments:** The pricing set forth in this Agreement is based on Contractor' quoted scope of work and known site conditions ("Scope of Work"). If the City requests additional work beyond that set forth in the Scope of Work, the price will be increased accordingly. Prices for products covered may also be adjusted by Contractor to reflect any increase in Contractor' cost of raw materials (e.g., steel, aluminum) incurred after issuance of Contractor' applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government.

2. **Force Majeure:** Contractor shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Contractor, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Contractor' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Contractor shall be excused from performance under the Agreement. If Contractor is delayed in achieving any scheduled milestones due to a Force Majeure Event, Contractor will be entitled to extend such milestones by the amount of time Contractor was delayed as a result of such event, plus additional time to overcome the effect of the delay.

3. **Indemnity:** Notwithstanding anything to the contrary in the Agreement, Contractor agrees to indemnify the City for all damages, losses and expenses with respect to any third-party claims for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Contractor in fulfilling its obligations under this Agreement.

4. **Limitation of Liability. IN NO EVENT SHALL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, COSTS, OR LOSS RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.**
5. **Liquidated Damages.** Taken in the aggregate, shall not exceed 10% of Contractor contract sum and may only be allocated to Contractor to the extent actual project delay occurs impacting the work of others that is directly caused by Contractor and not causes outside of its reasonable control. Liquidated damages are the sole remedy against Contractor for any delays caused by Contractor.

6. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by the City within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at Contractor' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Contractor shall invoice the City for progress payments to
100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Contractor reserves the right to submit partial invoices for progress payments for work completed at the project site. The City agrees to pay any progress invoices in accordance with the payment terms set forth herein. The City's failure to make payment when due is a material breach of this Agreement and will give Contractor, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement.

7. **Waiver of Consequential Damages: IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO THE CITY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**

8. **Warranty:** Contractor warrants that the work shall be free from defects in material and workmanship arising from normal wear and tear for a period of one year from the date of substantial completion of Contractor. Upon written notice from the City, Contractor shall, at its option, repair or replace the defective work, provided, however, for equipment or materials furnished and/or installed but not manufactured by Contractor, the warranty of Contractor will be limited to extending the warranty terms and conditions which Contractor receives from the manufacturer of said equipment or materials. These warranties do not extend to any work or services that have been abused, altered, misused or repaired by the City or third parties without written approval of Contractor; or if serial numbers or warranty date decals have been removed or altered. The City must promptly report any failure of equipment to Contractor in writing. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived.

9. **Insurance:** With the exception of its workers' compensation and employer liability obligations, Contractor shall add the required as additional insured, make its policy primary but only to the extent of Contractor' negligence.

10. **Insurance:** Notwithstanding anything to the contrary in the Agreement, Contractor shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated and shall provide a certificate evidencing such coverage promptly following the City's request therefor. Copies of Contractor insurance policies will not be provided.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self-insurance, including Employer's Liability	Statutory

Commercial General Liability Insurance	$5,000,000 Per Occurrence $10,000,000 Aggregate
Comprehensive Automobile Liability Insurance	
Professional Liability	
	$2,000,000 Combined Single Limit
	$5,000,000 Per Occurrence $5,000,000 Aggregate

The above limits may be obtained through primary and excess policies and may be subject to self- insured retentions.

Any insurance protection afforded to the City under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Contractor'

contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and limits provided by the policy.

The City shall maintain all insurance coverage that the City believes is necessary to protect the City, the City's property, and persons in or on the premises, including coverage for personal injury and property damage throughout the term of the Agreement.

City of Carson
("City")

By:_____
Authorized Signatory

Title: _____

Johnson Controls, Inc.
("Contractor")

By:_____
Authorized Signatory

Title:_____

5. ITEM NO. 5: COST – SEE "E. TABLE B: COST SHEET

Description	Price
Labor: The installation includes A/V Systems integration with the Qumulex system, systems engineering, documentation, drawings and programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. (*Prevailing Wages)	**$356,025.47**
Labor: Wire installation, testing with certification Wages)	**$13,913.04**
Total Bid:	**$369,938.51**
Note: Any equipment installation or service provided by an unauthorized party will void the equipment warranty.	

Line-Item Form Downloaded from Planetbid

City of Carson

Line Items for Project EMERGENCY OPERATIONS CENTER (EOC): SPECIALIZED AUDIO-VISUAL SYSTEMS INSTALLATION SERVICES (IFB 24-22)

Issued on 08/07/2024

Bid Due on August 22, 2024 11:00 AM (PDT)

Exported on 08/21/2024

Item Num	Section	Item Code	Item Description	Unit of Measure	Quantity	Reference	Unit Price
1	Section 1		Lump Sum Bib	EA	1	(IFB) No. 24-22	$369,938.51

6. ITEM NO. 6: AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

Brian D Lyle	8/21/2024
Signature	**Date**
Brian D Lyle	Regional Sales Manager
Printed Name	**Title**

ITEM NO. 7: AFFIDAVIT OF NON-FEDERAL LOBBYIST REQUIREMENTS

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: Johnson Controls Inc. Date: 8-21-24

Address: 5770 Warland Dr.

State: CA Zip Code: 90630 Phone No.: (562) 594-3200

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Brian D Lyle Title: Regional Sales Manager

Signature: Brian D Lyle Date: 8/21/2024

ITEM NO. 8: DEBARMENT AND SUSPENSION CERTIFICATE

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: Johnson Controls, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: Brian D Lyle

Title: Regional Sales Manager

Date: 8/21/2024

9. ITEM NO. 9: Acknowledgement of Insurance Endorsement

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of Johnson Controls, Inc. **("Company")** having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids #** IFB No. 24-22, dated 08/07, **202**4 ("RFP"/"IFB"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in **Section ____ ("Insurance Provisions")** of the Agreement (which Agreement is defined in and made part of the RFP/IFB) and (ii) the Other Insurance requirements described in the RFP/IFB, if any, I represent that I am the authorized **Insurance Broker of Record** for **Company**, and by signing below, I acknowledge, warrant and represent that **Company** meets the requirements set forth in **Insurance Provisions** and any applicable Other Insurance requirements, and if requested, shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

- ☐ General Liability
- ☐ Automobile Liability
- ☐ Worker's Compensation
- ☐ Professional Liability
- ☐ Pollution Liability

Other Insurance Provisions:

- ☐ Cyber Liability
- ☐ Crime Insurance
- ☐ Bonds

[PLEASE CHECK ALL THAT APPLY]

Johnson Controls	Brian D Lyle - Regional Sales Manager
Name of Insurer [Print]	**Name, Title [Print]**
Brian D Lyle	8/21/2024
Signature	**Date**

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C. SCOPE OF WORK

This scope of work includes two integrations, encompassing hardware and software components. For hardware integration, JCI will install and integrate specialized audio-visual equipment as specified by Samsung, Premier Mounts, RGB Spectrum, QSC, Apple, Iport, CISCO, Shure, Logitech, Middle Atlantic, JCI-PSA and Surgex. This includes a direct-view LED video wall, multiple displays, dedicated PCs with HDMI outputs, a comprehensive video wall processor, audio equipment with DSP and microphones, conferencing components, equipment racks, control systems, and wireless access points. The detailed installation plan ensures all components are positioned and interconnected to function cohesively within the audio-visual system. The City will supply all equipment for the project.

The software integration focuses on configuring a robust control system that manages all audio-visual components centrally. This includes designing user interfaces tailored to different roles, implementing functional requirements such as content sharing and conferencing capabilities, developing intuitive graphical user interfaces, customizing systems to align with client preferences, integrating all equipment into the control system, providing comprehensive training and documentation, conducting rigorous testing, offering ongoing support post- installation. The aim is to deliver an optimized audiovisual environment that seamlessly meets the city's operational needs.

In undertaking this substantial project, JCI will collaborate with the material/equipment provider to ensure cohesive oversight and secure equipment storage, minimizing disputes and logistical concerns.

D. TABLE A: BILL OF MATERIALS

The table below lists the materials (City-furnished) that will require installation.

Mfg.	Description	Qty.
Main Wall Displays		
SAMSUNG	IAB 110" 2K - Wall Displays, LED, 1.26M, 640X360 PIXELS, 1600 NITS, 219 LB 109.3"DIA INDO	3
SIDE DISPLAYS		
SAMSUNG	LCD, 55" COMMERCIAL 4K UHD DISPLAY, 700 NIT	2
PREMIER MOUNTS	MOUNT, UNIVERSAL REDUCED DEPTH FLAT WALL FOR 42-63" (BLACK)	2
VIDEO WALL PROCESSOR - 40 IN and 8 OUT		
RGB SPECTRUM	GO56A CHASSIS, WIN10, 2x MD-4H-4, 10x IP4K-E, Raid, Plus, Un	1
RGB SPECTRUM	CABLE RETENTION BRACKET FOR GO IP4K AND IP4K-E CARDS	10
RGB SPECTRUM	ADAPTER, MINI HDMI TO HDMI	40
RGB SPECTRUM	BRACKET, CABLE RETENTION FOR GO MD-4H-4 CARD	2
RGB SPECTRUM	TRANSMITTER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	RECEIVER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	SHELF, 6RU FOR UP TO 10 CAT-LINX 2 UNITS	5
RGB SPECTRUM	POWER SUPPLY, 12 PORTS @ 12VDC/25W PER PORT, 400W FULL LOAD	4
RGB SPECTRUM	BRACKET, TABLE OR WALL FOR A SINGLE CAT-LINX 2 OR ZIO ENDPOI	40
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	80
SOURCES		
CLIENT PROVIDED	OFE - DELL INSPIRON 27" ALL IN ONE (Owner Furnished Equipment)	33
CLIENT PROVIDED	OFE - GUEST LAPTOPS WITH HDMI OUTPUT (Owner Furnished Equipment)	2
CLIENT PROVIDED	OFE - CABLE TV RECEIVER WITH HDMI OUTPUT (Owner Furnished Equipment)	1
CLIENT PROVIDED	OFE - INTERNET FEED FOR NEWS STATIONS (Owner Furnished Equipment)	2
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3

AUDIO/CONTROL SYSTEM		
QSC	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1
QSC	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 UCI DEPLOYMENT, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 SCRIPTING ENGINE, PERPETUAL	1
QSC	Q-SYS PERIPHERAL PROVIDING CONTROL EXPANSION W/1IR RCV/4IR E	1
QSC	NETWORK I/O EXPANDER, 4 SERIAL COMMUNICATION I/O	1
QSC	TRAY, RACK MOUNT AND BALNKING PANELS, UP TO 4 UNITS	1
QSC	CONTROLLER, 10.1" TOUCH PANEL FOR IN-WALL MOUNT, BLACK	1
QSC	TABLETOP MOUNTING ACCESSORY FOR TSC-70-G3 / TSC-101W- G3	1
APPLE COMPUTER	IPAD PRO, 11", 128GB, WI-FI, silver	6
IPORT	CASE, 10.9" IPAD AIR 4TH GEN (BLACK)	6
IPORT	BASE STATION, CONNECT PRO, BLACK	6
CISCO	Wi-Fi Access Point - CB150AX	1
SHURE	MICROPHONE, 24" CEILING ARRAY, SQUARE, WHITE	6
SHURE	RECEIVER, DUAL DIGITAL WIRELESS W/INTERNAL PWR SUP, 1/2 WAVE	1
SHURE	BRACKET, MOUNT AND BNC ADAPTER FOR REMOTE ANTENNA	2
SHURE	CABLE, 25' UHF REMOTE ANTENNA EXTENSION	1
SHURE	CABLE, 50' UHF	1
SHURE	DIGITAL WIRELESS BODYPACK TRANSMITTER W/MINI 4-PIN CONNECTOR	2
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	2
SHURE	DUAL DOCKING CHARGER W/OUT POWER SUPPLY	1
QSC	SPEAKER, 6.5" CEILING LOW PROFILE, 70/100V (ORDER IN PAIRS)	6
QSC	AMPLIFIER, 4 CHANNEL 1/2 RU, ENERGY STAR	1
QSC	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	1
NETGEAR	SWITCH, M2450 40G8F POE PLUS MNGD SW	1
CONFERENCING - BYOM		

QSC	CAMERA, 20X OPTICAL ZOOM PTX, POE W/WALL MNT BRACKET	3
QSC	BRACKET, CEILING MOUNT FOR PTZ CAMERA	3
QSC	ALLOCATION FOR CONFERENCING COMPUTER	1
LOGITECH	KEYBOARD/MOUSE COMBO, WIRELESS DESKTOP WAVE MK550	3
LIBERTY WIRE AND CABLE	EXTENDER, USB 2.0 SET	3
Mfg.	**Description**	**Qty.**
COMPREHENSIVE VIDEO	CABLE, 6' USB 2.0 TO B MALE	3
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3
RACK EQUIPMENT		
MIDDLE ATLANTIC	RACK, 41 SPACE 38" DEEP MULTIBAY BRG RK	2
MIDDLE ATLANTIC	FAN TOP, INTEGRATED 552 CFM DC, INCLUDES 8 FANS	2
MIDDLE ATLANTIC	DOOR, VENTED FRONT, FITS 41 SPACE BGR SERIES RAC	2
MIDDLE ATLANTIC	SIDE PANELS, 41SP/38DP - BGR	2
SURGEX	POWER CONDITIONER, RACK MOUNT 1RU 9 OUTLET 20 AMP W/REMOTE	4
MIDDLE ATLANTIC	SCREW, W/WASHER PHILLIPS 10-32 (100 PC)	1
MIDDLE ATLANTIC	NUT, 10/32 CAGE	2
MIDDLE ATLANTIC	RACKSHELF, 1 SPACE VENTED, 4PK	2
MIDDLE ATLANTIC	1 SPACE (1 3/4") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	2 SPACE (3 1/2") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	"L" SHAPED LACING BAR, 10 PC. PACK	2
DELL OR EQUAL	ALLOCATION FOR NEWS FEED COMPUTER	2
Device Warranty - 5 Years		
SAMSUNG	110" Wall Display – Includes Advanced Replacement Kit	3
SAMSUNG	55" Display	2
RGB SPECTRUM	GALILEO Video Controller, Software, Equipment	1
Room Support and Maintenance		
	Preventative Maintenance Agreement	60 Months

E. TABLE B: COST SHEET

Description	Price
Labor: The installation includes A/V Systems integration with the Qumulex system, systems engineering, documentation, drawings and programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. (*Prevailing Wages)	**$356,025.47**
Labor: Wire installation, testing with certification Wages)	**$13,913.04**
Total Bid:	**$369,938.51**
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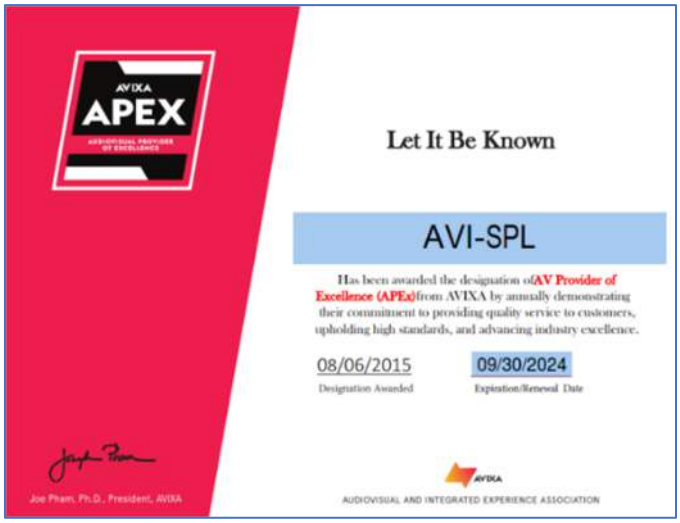
F. BIDDER QUALIFICATIONS – CERTIFICATIONS

Johnson Controls, and or AVI-SPL currently maintains the following:

- RGB Spectrum: 301 training at RGB HQ in Alameda, CA, within the past year.
- Certification as an AV Provider of Excellence (APEx) by Infocomm/AVIXA
- Certified Technology Specialist (CTS) credentials (including CTS, CTS-Design, and CTS-Installation).
- An operational office within 50 miles of the project site capable of providing service and support, dedicated experience in control room environments, particularly in command and operation centers, extensive project management experience specific to RGB Spectrum projects, and project managers with 5+ years of experience in similar RGB Spectrum projects.
- Recent references demonstrating proficiency with the required equipment within the same geographic market over the last three years is included in the Item No. 2 Client Reference List.







1101 Marina Village Parkway Suite 101
Alameda, CA 94501
TEL: (510) 814-7000
http://www.rgb.com

Jourdan Finch
Via Email to Jourdan.Finch@avispl.com

August 23, 2024

Dear Jourdan,

Thank you for reaching out to me on the matter of certifications for RGB Spectrum training.

As you know, RGB Spectrum offers online, instructor-led online, and in person classes as well as field support through on site services.

RGB Spectrum confirms that AVI SPL has achieved 301 level certifications, which is our highest level of certification, through on-line and in person classes. Specifically, Randy Velasquez and Richard Valdez both attended in person training at RGB Spectrum and have current and up to date certifications at the 301-C level. Additionally, RGB Spectrum confirms that AVI-SPL has successfully executed multiple operations center installations in the Southern California region with certification by RGB Spectrum's field service team.

We are grateful to have AVI SPL's support and investment in our training programs.

Sincerely,

Scott Norder
Chief Operating Officer


CERTIFIED TECHNOLOGY SPECIALIST
Design

Hector Rodas

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Design, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Design and the CTS®-D designation.

Effective Date
April 27, 2017
Date of Expiration
April 30, 2026
Certification Number
2329417

Rebecca Sullins, CTS-D, CTS-I
Chair, AVIXA Independent
Certification Committee

CTS-D

AVIXA


CERTIFIED TECHNOLOGY SPECIALIST
Installation

Hector Rodas

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Installation and the CTS®-I designation.

Effective Date
March 08, 2017
Date of Expiration
April 30, 2026
Certification Number
2329050

Rebecca Sullins, CTS-D, CTS-I
Chair, AVIXA Independent
Certification Committee

CTS-I

AVIXA

Johnson Controls

Qumulex

9059 Technology Ln.
Fishers, IN 46038
Tele: 317-207-0520
www.qumulex.com

August 20, 2024

Qumulex Certified Channel Partner – Integrator

Johnson Controls, Inc.
5770 Warland Avenue
Cypress, CA 90630
United States

To Whom it may concern,

This affirms that **Johnson Controls, Inc. of Cypress, CA** is an authorized Channel Partner - Integrator in good standing of the Qumulex partner agreement.

Johnson Controls is qualified to install, service, and maintain the Qumulex product line with trained and certified technicians.

Please do not hesitate to contact us with any questions or concerns you may have regarding these matters.

Sincerely,



Adam Messina
Vice President of Sales
amessina@qumulex.com

G. CUSTOMER RESPONSIBILITIES

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal. These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Software Licenses and Service Accounts
Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to JCI, and to provision the installed hardware themselves. In this case JCI will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.

- If JCI is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations
To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems, and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, JCI can work with your mechanical engineer to identify viable solutions to lower the NC rating and improve the meeting experience.

- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A considerable number of hard surfaces in a room (glass, drywall, or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, JCI can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.

- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.

- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

H. INCLUSIONS & EXCLUSIONS

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. All Equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
2. Non-Union labor associated with audio/visual system engineering, installation, programming, and testing.
3. Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
4. Coordination and cooperation with the construction team regarding installing the system.
5. User demonstration of the full AV system operation for final sign-off.
6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Demolition work.
2. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit or other suitable raceways shall be provided and installed by others. JCI shall coordinate design of these raceways with the customer.
3. Pole raceways and coverings to be designed, provided, and installed by others.
4. All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to; 110VAC, conduit, core drilling, raceway, and boxes.
5. Voice/data cabling, i.e., analogue phone lines, ISDN lines, network ports, etc.
6. Network connectivity, routing, switching, and port configuration necessary to support audio-visual equipment.
7. Concrete saw cutting and/or core drilling.
8. Firewall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
9. Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall ceiling repair.
10. All mill work (mouldings, trim, etc.) All mill work or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
11. Painting, patching, or finishing, of architectural surfaces.
12. Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
13. Engineered (P.E) seal and / or stamped structural / system details.
14. HVAC and plumbing relocation.
15. Rough-in, bracing, framing, or finish trim carpentry for installation.
16. Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
17. Owner furnished equipment not listed in the Table A Bill of Materials.
18. Additional or specific manufacturer's "User Adoption" training.
19. Additional cost for union labor.
20. Lighting systems, lighting integration, lighting controls.
21. Excludes any work or services associated with the identification, abatement, clean-up, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.

I. Contractor License Confirmation

Johnson Controls, Inc. Response:

Johnson Controls, Inc. has included a copy of the department of consumer affairs Contractors State License Board Active License. We are licensed as JOHNSON CONTROLS INC and our license number is 22445. This license has an expiration date of 05-31-2026.



DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

Consumers Licensees Applicants

Business Information

JOHNSON CONTROLS INC
P O BOX 3042
BOCA RATON, FL 33431
Business Phone Number:(561) 341-7306

Entity Corporation
Issue Date 07/15/1930
Expire Date **05/31/2026**

License Status

This license is current and active.

J. INSURANCE CERTIFICATE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2024

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 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-23-24	**CONTACT NAME:** Marsh	U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-04 **REVISION NUMBER:** 27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 313946-23 (Excludes New Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWTB 313949-23 (Primary NH $250k)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			MWZX 313950-23 (Excess NH $4.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 313943-23 (AOS - see page 2)	10/01/2023	10/01/2024	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (N) (Mandatory in NH)	N / A		MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Builders Risk/ Install Contr.							See Attached
	or Rental Eqp./ & See Attached							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

Subcontractors, City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The above referenced General Liability policy does not exclude coverage for Independent Contractors/Subcontractors.

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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

K. BOND REQUIREMENTS – DOCUMENTATION

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Four Hundred Thousand U.S. Dollars and Zero Cents ($400,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this 23rd day of August 2024.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Ashley Alexis, Attorney-in-Fact

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

(X) Liberty Mutual Insurance Company
[name of surety company]

Vicky Campbell	175 Berkeley Street
Name	Street Number
2010 Main Street, Suite 1050	Boston, MA 02116
Street Number	City and State
Irvine, CA 92614	(617) 357-9500
City and State	Telephone Number
(949) 885-1206	
Telephone Number	

By: _____
Michelle Anne McMahon, Attorney-in-Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

01007.0006/712786.4

NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Ashley Alexis, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.

STEPHANIE HARVEY
NOTARY PUBLIC - CT 18586
My Commission Expires Mar. 31, 202

Signature of Notary Public
Date Commission Expires: March 31, 2027
Stephanie Harvey
Printed Name of Notary

Johnson Controls

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Rhonda Tischofer, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

Johnson Controls



DELEGATION OF AUTHORITY

The undersigned, Authorized Signatory of Johnson Controls, Inc. pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on August 19, 2024, hereby authorizes:

Ashley Alexis
of
Willis Towers Watson

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars ($2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 23rd day of August 20 24.

Craig Bartol, Authorized Signatory

Johnson Controls

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210646 - 985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

Johnson Controls

EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Four Hundred Thousand U.S. Dollars and Zero Cents ($400,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this 23rd day of August, 2024.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Ashley Alexis, Attorney-in-Fact

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

(X) Liberty Mutual Insurance Company
[name of surety]

Vicky Campbell
Name

2010 Main Street, Suite 1050
Street Number

Irvine, CA 92614
City and State

(949) 885-1206
Telephone Number

175 Berkeley Street
Street Number

Boston, MA 02116
City and State

(617) 357-9500
Telephone Number

By: _____
Michelle Anne McMahon, Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Ashley Alexis, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027

Signature of Notary Public
Date Commission Expires: March 31, 2027
Stephanie Harvey
Printed Name of Notary

Johnson Controls

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Rhonda Tischofer, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

Johnson Controls

Johnson Controls

DELEGATION OF AUTHORITY

The undersigned, Authorized Signatory of Johnson Controls, Inc. pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on August 19, 2024, hereby authorizes:

Ashley Alexis
of
Willis Towers Watson

to perform, on behalf of the Company, the acts described below:

> To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars ($2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 23rd day of August 2024.

Craig Bartol, Authorized Signatory

Johnson Controls

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8210646 - 985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID# 2024-0662 file packet_wo 3-5 exhibits.pdf

File #: 2024-0662, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE JOHNSON CONTROLS, INC., CONTRACT (C23-083) FOR CAPITAL IMPROVEMENT PROJECT PW1674 TO PROVIDE A COMPLETE INSTALLATION OF ADDITIONAL MATERIAL ALLOWING FOR EXPANSION OF THE NEW ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEM (CITY COUNCIL)

I. SUMMARY

On March 21, 2023, City Council awarded a five-year (5) contract (Exhibit No. 3) to Johnson Controls, Inc. (Contractor), to provide citywide video surveillance and access control systems at City Parks, City Hall, Community Center, and the Corporate Yard at a cost not to exceed $5,165,644.08.

On November 7, 2023, City Council approved Amendment No. 1 (Exhibit No. 4) to increase the contract amount by $686,331.00 to temporarily add CCTV trailers, and Mobile Marshall camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, which increased the contract sum from $5,165,644.08 to $5,851,975.08.

On December 5, 2023, City Council approved Amendment No. 2 (Exhibit No. 5) to upgrade the camera sensor types from single-sensor to multi-sensor cameras with additional cloud storage and to approve the schedule compression of one-year (1) installation to six (6) months, with a projected installation completion date of March 31, 2024, which increased the contract sum from $5,851,975.08 to $6,511,836.44.

Staff is now requesting City Council to approve Amendment No. 3 (Exhibit No. 1) to provide installation of additional materials allowing for expansion of the New Access Control and CCTV Surveillance systems for an additional amount of $1,740,485.59. However, the agreement provides for a $150,000 "allowance" to cover additional services required which none of the allowances have been used. Therefore, Johnson Controls is giving the City a credit of $150,000.00 toward the cost of Amendment No. 3 reducing the proposal cost to $1,590,485.59 (Exhibit No. 2). Approval of Amendment No. 3 will increase the contract sum

from $6,511,836.44 to $8,102,322.03.

II. RECOMMENDATION

Take the following actions:

1. APPROVE Amendment No. 3 to the Agreement with Johnson Controls, Inc. (Exhibit No.1) to increase the contract sum from $6,511,836.44 to $8,102,322.03.

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 awarded a five-year contract to the lowest responsive and qualified bidder Johnson Controls, Inc., to provide citywide video surveillance and access control systems, including monitoring and maintenance of City Parks and Corporate Yard, at a cost not to exceed $5,165,644.08. City Council also authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

Due to increased crime-related activity at various City Parks and City Corporate Yard, staff made an emergency request to City Council to approve expenditures pursuant to Section 2611(d) of the City's Municipal Code in the amount of $686,331.00 resulting in Amendment 1. This measure included the rental and temporary placement of CCTV trailers and Mobile Marshall camera units for a period of six (6) months. This amendment resulted in an increase to the base contract sum of $5,165,644.08 to $5,851,975.08. The amendment amount was applied to the $774,846.61 project contingency resulting in $88,515.61 remaining.

On December 5, 2023, staff returned to City Council for approval of Amendment No. 2. This amendment provided an upgrade to the Citywide video surveillance cameras to multi-sensors with additional cloud storage and changes to the schedule by compressing the one-year (1) installation period to six (6) months. This amendment increased the contract amount by $659,861.35, which increased the total contract sum from $5,851,975.08 to

$6,511,836.44. Resolution No. 23-195 was also approved allowing a budget transfer from Project PW1737 to Project PW1674 in the 2023-24 Capital Improvement Program budget. It is important to note that the City has adopted the 2021 Edition of the Standard Specifications for Public Works Construction ("Greenbook") as part of the original agreement. Under the Greenbook, change orders for the amount contemplated in Amendment No. 2 are permitted without bidding considerations so long as both City and contractor agree.

After the full installation of the cameras and access control systems, it was determined that additional coverage and more access control points were needed. Staff is now requesting City Council approval for Amendment No. 3, which includes the purchase and installation of additional equipment to expand the Access Control and CCTV Surveillance systems, totaling $1,740,485.59. However, the original agreement includes a $150,000 allowance for additional services, which has not yet been used. As a result, Johnson Controls is providing the City with a $150,000 credit, reducing the cost of Amendment No. 3 to $1,590,485.59. If approved, Amendment No. 3 will increase the total contract amount from $6,511,836.44 to $8,102,322.03.

V. FISCAL IMPACT

No fiscal impact. The funding is budgeted in the FY 2024-2025 budget.

VI. EXHIBITS

1. Proposed Amendment No. 3 to contract with Johnson Controls, Inc. (pgs.4-14)
2. Cost Proposal of Installation (pgs.15-18)
3. Original Contract No. 23-083 (pgs. 19-72)
4. Amendment No. 1 to contract No. 23-083 and Resolution No. 23-180 (pgs.74-82)
5. Amendment No. 2 to contract No. 23-083 and Resolution No. 23-195 (pgs.83-93)

Prepared by: Nora Garcia, Emergency Services Manager

Exhibit No. 1

AMENDMENT NO. 3

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 3") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the ____ day of August, 2024. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. Now, the Parties seek to again enter into an amendment to the Agreement to allow for Change Order 3 for Contractor to provide a turnkey, complete installation of additional material

allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance has been used, Contractor is giving City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 3 into the Agreement, provided the Parties have mutually agreed to do so.

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 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**1.1 Scope of Work**.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems***,*** ~~and~~ ***Exhibit "A-1,"*** Exhibit "A-2" ***and Exhibit "A-3"*** ("**Global Project**") ~~and Exhibit "A-1"~~. Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2 ***and Exhibit "A-3" describes Change Order 3.*** The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. ***Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with

all local, state, and federal laws and regulations. All of the work described in Exhibit "A-2," ***Exhibit "A-3"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. 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 Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed ***Eight*** ~~Six~~ Million ***One*** ~~Five~~ Hundred ***Two*** ~~Eleven~~ Thousand ***Three*** ~~Eight~~ Hundred ***Twenty Two*** ~~Thirty Six~~ Dollars and ***Three*** ~~Forty Four~~ Cents (***$8,102,322.03*** ~~$6,511,836.44~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is ***Five*** ~~Three~~ Million ~~Four Hundred Fifty Four~~ ***Forty Five*** Thousand ***Three*** ~~Eight~~ Hundred ***Twenty Six*** ~~Forty~~ Dollars and ***Fifty Five*** ~~Ninety Six~~ Cents (***$5,045,326.55*** ~~$3,454,840.96~~)."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance; Term.**

Contractor shall complete the Project ***minus the work detailed in Exhibit A-3*** by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing***, and shall complete the work required in Exhibit A-3 by no later than March 31, 2025***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Section 5.5 (Performance and Payment Bonds) is hereby amended to read in its entirety as follows:

"**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for ***the Project component of*** this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for ***the Project component of*** this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof."

E. Exhibit "A-3" (Change Order 3) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-2 and shall read in its entirety as follows:

See attached Exhibit "A-3."

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
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

_____
Name: Andrew Krynen
Title: Area Vice President

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-3"

CHANGE ORDER 3

Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.

The evaluation, upgrades and reworking of the existing lighting poles will be performed to provide constant power at each pole receiving cctv cameras. Contractor will bypass existing timers for lighting control to provide constant power to the light poles receiving cctv cameras. Poles getting cameras and all poles on the lighting circuit before that pole will get a photocell added to control the lights day/night. Once the poles with cameras have constant power, Contractor will provide and install the necessary power bridge/transformers to step down the power to 120V which supports the cctv cameras. All of the pole mounted cameras at each site will be focused and aimed to the City's requested field of view.

The additional card readers listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will also receive the necessary electronic locking door hardware, request to exit safety door release and security devices with the required power supply for proper operation of the door.

Total Investment Summary:

Total Labor	$ 605,953.85
Total Material	$ 1,120,796.74
Equipment Rentals	$ 13,735.00
Allowance Credit from RFP22-046 Cost Proposal Form	$ -150,000.00
Total Investment / Quote (net selling price, FOB shipping point, tax is included)	**$ 1,590,485.59**

BOM / Bill of Materials

QUMULEX SYSTEMS EXPANSION		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	100
CS90-60	90 DAY CLOUD VIDEO STORAGE, 5 YEARS - ONE PER PER MULTISENSOR LENS	80
QXS300-04	QXSTATION 300, 1U RACKMOUNT GATEWAY, 4TB HDD, 16 CAMERAS, 32 TOTAL DEVICES	2
QXS500-10	QXSTATION 500, 2U RACKMOUNT GATEWAY, 10TB HDD, 32 CAMERAS, 64 TOTAL DEVICES	3
QXS500-UP	QXSTATION 500 - FACTORY UPGRADE, TO SUPPORT 64 CAMERAS, 96 TOTAL DEVICES	1
QXEP-DKUF-08DR-1502-MR52-U	8 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (3) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	14
QXEP-DKUF-04DR-1502-MR52-U	4 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (1) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	2
1475F-DELL	DELL OPTIPLEX 7000 WORKSTATION, 24" MONITOR, KEYBOARD, MOUSE	1
22 CAMERA ADDITION		**Qty**
P3737-PLE	AXIS CAMERA 360, MULTI SENSOR, PANORAMIC 4X 5MP 20FPS, 360 IR ILLUM	19
T94N01D, T91B67	AXIS, CAMERA PENDANT KIT, POLE MOUNT KIT	19
P4707-PLVE	AXIS CAMERA, MULTI SENSOR, 2X 5MP, 180 DEGREE	2
P1465-LE-3	AXIS CAMERA, FIXED, SURFACE MOUNT, LP-VERIFIER KIT	1
JCI CREDIT	RFP 22-046 CONTINGENCY FUNDS FOR SITE WORK $150,000 DEDUCTION	1
LIGHT POLES / POWER UPGRADES, CONFIGURATIONFOR 24-7 UNINTERUPTED POWER		**Qty**
JCI/BENSON	ELECTRICAL RE-WORK OF EXISTNG CIRCUITS PER POLE	67
JCI/MAXIM	Convert 277V POWER PER POLE TO 120V WITH POWER BRIDGE TRANSFORMER	47
ACCESS CONTROL SYSTEM EXPANSION - FIELD DEVICES		**Qty**
180-12-BRN	GRI DOOR POSITION SWITCH, CLOSED LOOP, 3/4" DIA, RECESSED	78
40NKS-00-00192U	HID CARD READER, SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	78
A-i8116-E	AXIS IP INTERCOM KIT: CITY CLERK OFFICE / DOOR STATION / BASE STATION/	1
JCI/MAXIM	ACCESS CONTROL SYSTEM HARDWARE & ELECTRONIC DOOR HARDWARE EXPANSION	78

Muti Sensor	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Heming way	Foisie Park	Veterans	Maint Yard	Maint Yard	Total Cameras	Total Sensors
AXIS P3719-PLE (3737 replacement) Quad, Pole Mount		2		2	2	1	7	1	3		1	0	19	76
AXIS P4707-PLVE Dual, Wall Mount	1	2							-2				1	2
AXIS P1465-LE 29mm Single, Wall Mount			1							1			2	2
Camera Total	1	4	1	2	2	1	7	1	1	1	1	0	22	80

	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Hemingway	Foisie Park	Veterans	Corp Park Bldg A	Corp Park Bldg B	Total Reader Add
Door Adds - Total							64				28	25	117
Card Reader credits from the base contract = 39 readers.													-39
Lisences for each door and Camera (not imagers/sensors)													100
Cloud subscription for new cameras-there is no monthly cloud fee for the doors													

Customer Responsibilities:

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

1. All AC power from the building to the lighting poles, panels, gateways, power supply panels and equipment locations, including hardwired power connections as specified by JCI.
2. All required network connectivity supporting these systems, for connection to the client network.
3. All software or hardware configuration for owner furnished equipment.

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. This Amendment delivery shall be based on the original base RFP agreement.
2. All Equipment, and accessories required for fully functional systems.
3. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, and testing.
4. Documentation submittal package with the manufacturer's product sheets and operation manuals.
5. Coordination and cooperation with the customer team regarding installing the system.
6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
7. The current drawings will be update providing update drawing locations for each new device and the poles which support the cctv cameras. As built and redline drawings, along with project close out documents are included.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Pole raceways and coverings to be designed, provided, and installed by others.
2. All high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
3. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
4. The schedule commitments for the original RFP 22-046 and the amendment

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.

Johnson Controls, Inc. 5770 Warland Dr. Suite A, Cypress CA 90630
License No. 22445
License Class: A, B, C4, C7, C10, C20, C38

Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

June 17, 2024

PROPOSAL / QUOTATION

City of Carson Request For Proposal – RFP 22-046 Amendment No. 3

Project: Access Control and Video Surveillance Systems – Additional Scope of Work

Attn: Nora Garcia, MPA Emergency Services Manager
Address: 701 Carson Street, Carson CA 90745

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Project Description : Johnson Controls shall provide a turnkey, complete installation of the additional material and labor listed in the BOM / Bill of Material to expand the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers. This will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.

The evaluation, upgrades and reworking of the existing lighting poles will be performed to provide constant power at each pole receiving cctv cameras. We will bypass existing timers for lighting control to provide constant power to the light poles receiving cctv cameras. Poles getting cameras and all poles on the lighting circuit before that pole will get a photocell added to control the lights day/night. After the poles with cameras have constant power, JCI will provide and install the necessary power bridge/transformers to step down the power to 120V which supports the cctv cameras. All of the pole mounted cameras at each site will be focused and aimed to the customer's requested field of view.

The additional card readers listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will also receive the necessary electronic locking door hardware, request to exit safety door release and security devices with the required power supply for proper operation of the door.

Total Investment Summary:

Total Labor	$ 605,953.85
Total Material	$ 1,120,796.74
Equipment Rentals	$ 13,735.00
Allowance Credit from RFP22-046 Cost Proposal Form	$ -150,000.00
Total Investment / Quote (net selling price, FOB shipping point, tax is included)	**$ 1,590,485.59**

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BOM / Bill of Materials

QUMULEX SYSTEMS EXPANSION		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	100
CS90-60	90 DAY CLOUD VIDEO STORAGE, 5 YEARS - ONE PER PER MULTISENSOR LENS	80
QXS300-04	QXSTATION 300, 1U RACKMOUNT GATEWAY, 4TB HDD, 16 CAMERAS, 32 TOTAL DEVICES	2
QXS500-10	QXSTATION 500, 2U RACKMOUNT GATEWAY, 10TB HDD, 32 CAMERAS, 64 TOTAL DEVICES	3
QXS500-UP	QXSTATION 500 - FACTORY UPGRADE, TO SUPPORT 64 CAMERAS, 96 TOTAL DEVICES	1
QXEP-DKUF-08DR-1502-MR52-U	8 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (3) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	14
QXEP-DKUF-04DR-1502-MR52-U	4 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (1) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	2
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JCI/BENSON	ELECTRICAL RE-WORK OF EXISTNG CIRCUITS PER POLE	67
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ACCESS CONTROL SYSTEM EXPANSION - FIELD DEVICES		**Qty**
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40NKS-00-00192U	HID CARD READER, SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	78
A-i8116-E	AXIS IP INTERCOM KIT: CITY CLERK OFFICE / DOOR STATION / BASE STATION/	1
JCI/MAXIM	ACCESS CONTROL SYSTEM HARDWARE & ELECTRONIC DOOR HARDWARE EXPANSION	78

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Muti Sensor	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Heming way	Foisia Park	Veterans	Maint Yard	Maint Yard	Total Cameras	Total Sensors
AXIS P3719-PLE (3737 replacement) Quad, Pole Mount		2		2	2	1	7	1	3		1	0	19	76
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Camera Total	1	4	1	2	2	1	7	1	1	1	1	0	22	80

	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Hemingw ay	Foisia Park	Veterans	Corp Park Bldg A	Corp Park Bldg B	Total Reader Add
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Inclusions:

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4. The schedule commitments for the original RFP 22-046 and the amendment

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.

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TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to hazardous or dangerous materials without JCI's express written consent.

INVOICING & PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.

WARRANTY. Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after the appearance or discovery of such a defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to the Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCULDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

LIABILITY. Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson.

COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

DISPUTES. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

INDEMNITY. The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

CUSTOMER APPROVAL:	
Customer Name:	
Signature (*)	
Date:	

* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required

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STAFF REPORT FILE# 2024-0662

Please note that in an effort to go green, the exhibits listed below are available on the city's website online and can be accessed via this link:
hhttps://cason.legistar.com/Calendar.aspx

CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE JOHNSON CONTROLS, INC., CONTRACT (C23-083) FOR CAPITAL IMPROVEMENT PROJECT PW1674 TO PROVIDE A COMPLETE INSTALLATION OF ADDITIONAL MATERIAL ALLOWING FOR EXPANSION OF THE NEW ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEM (CITY COUNCIL)

EXHIBITS

3. Original Contract No. 23-083 (pgs. 19-72)

4. Amendment No. 1 to contract No. 23-083 and Resolution No. 23-180 (pgs.74-82)

5. Amendment No. 2 to contract No. 23-083 and Resolution No. 23-195 (pgs.83-93)

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda File ID #2024-0772.pdf

File #: 2024-0772, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDERATION OF APPROVAL OF CONTRACT FOR MIMECAST SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH GENERAL DATATECH, LP DBA GDT, LP (CITY COUNCIL)

I. SUMMARY

The City requires Mimecast software licenses, maintenance, and support for reduction of email cybersecurity threats including security protection from spam, viruses, malware through scans of City emails, attachments, and URLs to prevent ransomware, phishing, and spear-phishing attacks. With the pending expiration of the City's current service term, Staff is requesting City Council to consider approval of a new Contract with General Datatech, LP DBA GDT, LP to provide Mimecast software licenses, maintenance, and support under the State of California Cooperative Purchasing Program.

Staff is requesting City Council to consider approval of a Contract with General Datatech, LP DBA GDT, LP to provide Mimecast software licenses, maintenance, and support under the NASPO Cooperative Purchasing Program, for a total amount of $249,348.27 over a 3-year term, with an initial year amount of $85,168.47 and $82,089.90 for the second and third years.

II. RECOMMENDATION

1. APPROVE a contract with General Datatech, LP DBA GDT, LP for Mimecast software licenses, including software maintenance, and software support for a total contract amount not to exceed $249,348.27, for a term of 3 years; and

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

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the

requirements of the City's Purchasing Ordinance.

IV. BACKGROUND

The City requires Mimecast Software Licenses for email security protection from spam, viruses, and malware. As a component of the City's cybersecurity posture, City staff seek to ensure continuance of the City's Mimecast software license upon expiration of the existing service term. Staff received competitive pricing from General Datatech, LP DBA GDT, LP under the NASPO Cooperative Purchasing Program.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

The State of California is part of a NASPO cooperative purchasing program through which it entered into a contract with Carasoft Technology Corporation, and Carasoft Technology Corporation authorized resellers including General Datatech, LP DBA GDT, LP, referred to as the State of California Participating Addendum Number 7-17-70-40-05 and Utah NASPO ValuePoint Master Agreement Number AR2472, after engaging in a competitive bidding process, whereby it now receives Mimecast licenses at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the State of California complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of the Mimecast licenses.

City staff seeks approval from City Council of a contract with General Datatech, LP DBA GDT, LP for total amount not to exceed $249,348.27 for a term of three (3) years.

V. FISCAL IMPACT

The cost associated with the 3-year contract with General Datatech, LP DBA GDT, LP is not to exceed the amount of $249,348.27. The first-year costs for software licenses, including maintenance and support, is for a total of $85,168.47.

The total cost of $85,168.47 for the initial year of software licensing, including

maintenance, and support is included in the current Information Technology & Security Department FY2024-25 budget. Software licensing, maintenance and support will be included in the proposed FY2025-26 and subsequent fiscal year budgets.

Fiscal Year	Amount	Account Number
FY2024-25	$85,168.47	101-54-520-101-6020
FY2025-26	$82,089.90	101-54-520-101-6020
FY2026-27	$82,089.90	101-54-520-101-6020
Total	**$249,348.27**	101-54-520-101-6020

VI. EXHIBITS

1. Contract with General Datatech, LP DBA GDT, LP. (pgs. 4 - 35)
2. Purchasing Waiver. (pgs. 36 - 37)

Prepared by: Gary Carter, Director, Information Technology&Security Department

EXHIBIT NO. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GENERAL DATATECH, LP DBA GDT, LP

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GENERAL DATATECH, LP DBA GDT, LP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and GENERAL DATATECH, LP DBA GDT, LP a Texas limited partnership authorized to conduct business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Section 2611(g) of the City's Municipal Code allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, provided that the Purchasing Manager makes a determination that the proposed procurement complies with the requirements of Section 2611(g) after engaging in certain due diligence requirements.

B. The National Association of State Procurement Officials ("NASPO") is part of a cooperative purchasing program through which it entered into a contract with Consultant after engaging in a competitive bidding process, whereby it now receives cloud-based Mimecast email security software subscriptions at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by NASPO complies with the requirements outlined in Section 2611(g).

C. 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.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve

work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein

by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two-Hundred Forty-Nine Thousand, Three-Hundred Forty-Eight Dollars and Twenty-Seven Cents **($249,348.27)** (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:

Carl McKinney	Account Executive
(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 Gary Carter, Director of Information Technology and Security. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute

with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

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

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

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

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

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which

the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

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

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This

indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of

work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer

thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

GENERAL DATATECH, LP DBA GDT, LP., a Texas limited partnership

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 3140 Commonwealth Drive, #440
Dallas, TX 75247

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will procure for the City the following Software Licenses, Maintenance and Support Services:

A. Qty (900) Perimeter Defense Plan CLDS Perimeter Protection to Safeguard A Mimecast Part#M_PERM-DEF_250_A

B. Qty (900) Mimecast C1 CLDS Mimecast Part# M_C1_250_A

C. Qty (900) Mimecast A1 CLDS Mimecast Part# M_A1_250_A

D. Qty (900) Add On – Sync and Recover for Exchange and Office 365 Mimecast Part# M_ADD-SREO365_250_A

E. Qty (50) Add On – Large File Send (Per User) - Annual Mimecast Part# M_SADD-LFS_1_A

F. Qty (50) Add On – Secure Messaging – Annual Mimecast Part# M_SADD-SM_50_A

G. Qty (1) Advanced Support – Annual Subscription Mimecast Part# M_SUP-ADV-SP_1_A

H. Qty (1) Processing Mimecast Part# PROCESSING FEE

EXHIBIT "B"
SPECIAL REQUIREMENTS
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

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

"2.4 Invoices.

Each ***year*** ~~month~~ Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding ***year*** ~~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 but not exceeding ***three***~~one~~ (***3***~~1~~) year***s*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

III. 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 (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."

IV. The first paragraph of Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, 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:"

V. A new Section 5.5 (Intellectual Property Representation and Warranty) is hereby added to the Agreement to read in its entirety as follows:

"5.5 Intellectual Property Representation and Warranty.

Consultant represents and warrants that it possesses full authority to procure the subscriptions and licenses described in the Scope of Services and permit City to use all intellectual property associated therewith during the Term and any extension thereof."

VI. A new Section 7.10 (Survival of Payment Obligations) is hereby added to the Agreement to read in its entirety as follows:

"7.10 Survival of Payment Obligations.

Notwithstanding any termination of this Agreement, the terms and conditions of the Agreement will continue to apply to all open Purchase Orders and/or Statements of Work until their completion. Unless otherwise set forth in the applicable PO or SOW, orders for Products (including software and corresponding maintenance and support) are noncancellable and a termination event does not relieve the City from any outstanding payment obligations."

VII. A new Section 7.11 (Limitation on Warranties) is hereby added to the Agreement to read in its entirety as follows:

"7.11 Limitation on Warranties.

Notwithstanding anything to the contrary set forth in this Agreement between Consultant and the City:

(a) Consultant is solely acting in the capacity of a value added reseller and is reselling/acquiring third party products and/or licenses for the City. Consultant does not have authority to bind the OEM/licensor, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the OEM/licensor. All use of the products/licenses shall be governed by ordinary terms and conditions for such products/licenses (a "**EULA**") unless the City has a direct agreement in place with the OEM/licensor that extends to products/licenses the City acquires from a reseller, and any and all rights to use the products/licenses shall be granted solely by the OEM/licensor. Consultant is not permitted to add or vary any terms or conditions in the provision of the products/licenses to end user customers or make any warranties on behalf of the OEM/licensor. Title for any products will pass directly from OEM to the City. All product returns are subject to OEM

terms and conditions. All intellectual property warranties, indemnification or support shall be directly between the City and the OEM/licensor.

(b) Product return policies and shipment terms and conditions are governed by the terms and conditions in the EULA or in the agreement between the City and OEM/licensor. Consultant is not authorized to modify OEM/licensor return policies or shipping terms. Orders for any third party products and/or licenses placed prior to notifying Consultant of a termination, whether for cause or for convenience, are non-cancellable. Any fees for OEM maintenance or support services are non-refundable.

(c) Consultant will provide a copy of the equipment warranty and/or end user software license agreement issued or provided by the OEM/licensor of said product upon request by the City. **Consultant makes no independent warranty with respect to any such Products and provides no independent license with respect to any software.** Notwithstanding the preceding sentence, to the extent permitted by the applicable OEM/licensor any OEM/licensor warranty provided on the Products or Software or to Consultant by the vendor of such product and/or software shall be assigned to the City upon the sale of such products/licenses to the City.

(d) NEITHER CONSULTANT NOR ITS SUPPLIERS EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO THE CITY OR TO THIRD PARTIES, FOR ANY PRODUCTS PROVIDED TO THE CITY UNDER THIS AGREEMENT OR ANY ASSOCIATED OR INCORPORATED AGREEMENT, INCLUDING ANY ORDER. THE CITY AGREES TO LOOK SOLELY TO THE MANUFACTURER FOR ITS WARRANTY AND ANY EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCTS COVERED BY THIS AGREEMENT. NEITHER CONSULTANT NOR ITS SUPPLIERS SHALL BE LIABLE TO THE CITY OR TO ANY THIRD PARTY FOR ANY INTERRUPTION IN SERVICE OF ANY HARDWARE, SOFTWARE OR SYSTEM, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CITY'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF SUCH PRODUCTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER THE CITY OR ITS SUPPLIERS AND AGENTS HAVE BEEN ADVISED OF SUCH POSSIBILITY."

VIII. A new Section 7.12 (Limitation of Liability) is hereby added to the Agreement to read in its entirety as follows:

"7.13 Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF CONSULTANT FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, ATTORNEYS' FEES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY RELATED AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT

LIABILITY, NEGLIGENCE, UNDER ANY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR CORRECTION OF HARDWARE OR SOFTWARE OR, IF CONSULTANT REASONABLY DETERMINES IN ITS SOLE DISCRETION THAT SUCH REMEDY IS NOT ECONOMICALLY OR TECHNICALLY FEASIBLE, TO THE AMOUNT THAT IS FIVE (5) TIMES THE CONTRACT SUM."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall procure the following products and/or services for the City at the following rates:

SERVICES	RATE	SUB-BUDGET
One-Time Software Licenses, Maintenance, and Support for 3-Year Term	**$249,348.27**	**$249,348.27**

A breakdown of the foregoing costs is provided below:

Item No.	SKU	Description of Items	Unit of Measure	QTY	Unit Price in Figures	Total
1	M_PERM-DEF_250_A	Perimeter Defense Plan CLDS Perimeter Protection to Safeguard A: Year 1	EA	900	$ 24.91	$ 22,419.00
2	M_C1_250_A	Mimecast C1 CLDS: Year 1	EA	900	$ 19.78	$ 17,802.00
3	M_A1_250_A	Mimecast A1 CLDS: Year 1	EA	900	$ 31.40	$ 28,260.00
4	M_ADD-SREO365_250_A	Add On – Sync and Recover for Exchange and Office 365: Year 1	EA	900	$ 10.35	$ 9,315.00
5	M_SADD-LFS_1_A	Add On – Large File Send (Per User) – Annual: Year 1	EA	50	$ 7.67	$ 383.50
6	M_SADD-SM_50_A	Add On – Secure Messaging – Annual: Year 1	EA	50	$ 7.67	$ 383.50
7	M_SUP-ADV-SP_1_A	Advanced Support – Annual Subscription: Year 1	EA	1	$ 3,526.90	$ 3,526.90
8	PROCESSING FEE	NASPO Processing Fee: Year 1	EA	1	$ 3,078.57	$ 3,078.57
9	M_PERM-DEF_250_A	Perimeter Defense Plan CLDS Perimeter	EA	900	$ 24.91	$ 22,419.00

		Protection to Safeguard A: Year 2				
10	M_C1_250_A	Mimecast C1 CLDS: Year 2	EA	900	$ 19.78	$ 17,802.00
11	M_A1_250_A	Mimecast A1 CLDS: Year 2	EA	900	$ 31.40	$ 28,260.00
12	M_ADD-SREO365_250_A	Add On – Sync and Recover for Exchange and Office 365: Year 2	EA	900	$ 10.35	$ 9,315.00
13	M_SADD-LFS_1_A	Add On – Large File Send (Per User) – Annual: Year 2	EA	50	$ 7.67	$ 383.50
14	M_SADD-SM_50_A	Add On – Secure Messaging – Annual: Year 2	EA	50	$ 7.67	$ 383.50
15	M_SUP-ADV-SP_1_A	Advanced Support – Annual Subscription: Year 2	EA	1	$ 3,526.90	$ 3,526.90
16	M_PERM-DEF_250_A	Perimeter Defense Plan CLDS Perimeter Protection to Safeguard A: Year 3	EA	900	$ 24.91	$ 22,419.00
17	M_C1_250_A	Mimecast C1 CLDS: Year 3	EA	900	$ 19.78	$ 17,802.00
18	M_A1_250_A	Mimecast A1 CLDS: Year 3	EA	900	$ 31.40	$ 28,260.00
19	M_ADD-SREO365_250_A	Add On – Sync and Recover for Exchange and Office 365: Year 3	EA	900	$ 10.35	$ 9,315.00
20	M_SADD-LFS_1_A	Add On – Large File Send (Per User) – Annual: Year 3	EA	50	$ 7.67	$ 383.50
21	M_SADD-SM_50_A	Add On – Secure Messaging – Annual: Year 3	EA	50	$ 7.67	$ 383.50
22	M_SUP-ADV-SP_1_A	Advanced Support – Annual Subscription: Year 3	EA	1	$ 3,526.90	$ 3,526.90
23		Sales Tax@ 10.25%	LS	1	$ 0.00	$ 0.00

Year 1: $85,168.47

Year 2: $82,089.90

Year 3: $82,089.90

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 describing the services or work performed; for one-time services include the number of employees on the project, 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 $249,348.27 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall procure the following for the City:

Service	Start Date	Days to Perform
Software Licenses, Maintenance, and Support for 3-Year Term	**No Later than (7) Days after Contract Execution**	**3 Years**

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

Docusign Envelope ID: E921295F-933C-4BE1-8F57-EC6F714E5938

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐ **(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐ **(d)** Emergency Purchasing *(Section 2611(d))*
☐ **(e)** Sole Source Purchasing *(Section 2611(e))*
☐ **(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐ **(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
NASPO / Carahsoft Master Agreement #AR2472 | State of California Participating Addendum No. 7-17-70-40-05

Req # (if available):**N/A**
Vendor Name: **General Datatech, LP DBA GDT , LP**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$249,348.27**

Written justification or summary of purchase.
GDT, an Authorized Reseller for Carahsoft Technology Corporation, will provide the City's Mimecast Software Licenses for email security protection from spam, viruses, and malware, a critical component of the City's cybersecurity.

Purchasing:

Josilla Togiola, Purchasing Manager
9/9/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter
Date: 9/9/2024

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

Docusign Envelope ID: E921295F-933C-4BE1-8F57-EC6F714E5938

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐ **(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐ **(d)** Emergency Purchasing *(Section 2611(d))*
☐ **(e)** Sole Source Purchasing *(Section 2611(e))*
☐ **(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐ **(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
NASPO / Carahsoft Master Agreement #AR2472 | State of California Participating Addendum No. 7-17-70-40-05

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File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No. 2024-0778 (RingCentral).pdf

File #: 2024-0778, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDERATION OF APPROVAL OF CONTRACT FOR RING CENTRAL UNIFIED COMMUNICATION SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH RINGCENTRAL, INC. (CITY COUNCIL)

I. SUMMARY

The City requires Ring Central software licenses, maintenance, and support to provide a modern cloud-based unified communications service for staff including enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with enterprise applications such as Microsoft Teams. The cloud-based unified communications services provide extension to extension calling, the ability to make and receive calls to and from the public switched telephone network (PSTN) and may be accessed from a variety of user devices including laptops, smartphones, desktops, and IP Desk Phones. The upgrade of our unified communications platform to Ring Central will enable City staff to utilize all City voice services regardless of their location, in the office, mobile operation center, or temporary assigned work location while providing a seamless customer experience to the public. Staff is requesting City Council to consider approval of a new Contract with RingCentral, Inc. to provide Ring Central software licenses, maintenance, and support under the State of California Cooperative Purchasing Program.

Staff is requesting City Council to consider approval of a contract with RingCentral, Inc. to provide Ring Central unified communication software licenses, maintenance, and support under the NASPO Cooperative Purchasing Program, for a total amount of $238,955.40 over a 5-year term, with an initial year amount of $47,791.08 and $47,791.08 for each renewal year.

II. RECOMMENDATION

1. APPROVE a contract with RingCentral, Inc. for Ring Central unified communication software licenses, including software maintenance, and software support for a total contract amount not to exceed $238,955.40, for a term of 5 years; and

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

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the City's Purchasing Ordinance.

IV. BACKGROUND

The City requires Ring Central Unified Communications Software Licenses for a modern enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability to make and receive calls to and from the public, making extension-to-extension internal calls, and for the software to be accessible from a variety of user devices including laptops, smartphones, desktops, for enabling a mobile workforce. City staff seek approval of a contract to implement the City's Ring Central software licenses upon expiration of the existing service term. Staff received competitive pricing from RingCentral, Inc. under the NASPO Cooperative Purchasing Program.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

The State of California is part of a NASPO cooperative purchasing program through which it entered into a contract with Quest Media & Supplies, Inc., and Quest Media & Supplies, Inc. authorized resellers including RingCentral, Inc., referred to as The State of California Participating Addendum Number# 7-17-70-40-03 and California NASPO ValuePoint Master Agreement Number#AR2505, after engaging in a competitive bidding process, whereby it now receives Ring Central licenses at a significantly discounted rate.

The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the State of California complies with the requirements of Section 2611 (g) of the CMC and has therefore, waived the formal bidding process for procurement of the Ring Central licenses.

The City and RingCentral, Inc. seek approval from City Council to execute a contract for total amount not to exceed $238,955.40 for a maximum term of five (5) years.

V. FISCAL IMPACT

The cost associated with the 5-year contract with RingCentral, Inc. is not to exceed the amount of $238,955.40. The first-year costs for software licenses, including maintenance and support, is for a total of $47,791.08.

The total cost of $47,791.08 for the initial year of software licensing, including maintenance, and support is included in the current Information Technology & Security Department FY2024-25 budget. Software licensing, maintenance and support will be included in the proposed FY2025-26 and subsequent fiscal year budgets.

Fiscal Year	Amount	Account Number
FY2024-25	$47,791.08	101-54-520-101-6020
FY2025-26	$47,791.08	101-54-520-101-6020
FY2026-27	$47,791.08	101-54-520-101-6020
FY2027-28	$47,791.08	101-54-520-101-6020
FY2028-29	$47,791.08	101-54-520-101-6020
Total	**$238,955.40**	101-54-520-101-6020

VI. EXHIBITS

1. Contract with RingCentral, Inc.
2. Order Form
3. Purchasing Waiver

Prepared by: Gary Carter, Director, Information Technology&Security Department

RingCentral

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (**"Effective Date"**) and made between:

Northwest Allen County Schools ("Customer")	**RingCentral, Inc. ("RingCentral')**
Address:	**Address:**
13119 Coldwater Rd Fort Wayne, IN 46845	20 Davis Drive Belmont, CA 94002
By: _____	By: _____
Name: _____	Name: Stacy Schwartz
Title: _____	Title: VP U.S. Public Sector & Education
Date: _____	Date: _____

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. This Master Services Agreement is issued pursuant to the California Cooperative Agreement, Contract No. 7-17-70-40-03, Contractor Name: Quest Media & Supplies, Inc. (the "Participating Addendum" or "PA"). The PA incorporates into it the terms and conditions of the NASPO-ValuePoint / Quest Cooperative Agreement Number AR2505 for Cloud Solutions, found at: https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/. RingCentral, Inc is named among the Fulfillment Partners/Authorized Resellers set out in Section 9 of the PA, with Ordering Agency ordering through the California State-Approved Authorized Reseller:

Quest Media & Supplies, Inc.
c/o RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002

The Master Services Agreement ("Agreement") consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

Attachment B – Service Level Agreement for RingEX Services

Attachment C – Security Addendum

Attachment D – Online Terms

Attachment E – Public Sector Entity's Terms & Conditions Required by Statute

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order

Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html:

ii. Rental: http://www.ringcentral.com/legal/lease-rental.html, and

iii. Device as a Services: https://www.ringcentral.com/legal/daas-agreement.html.

C. Term of this Agreement. The Term of this Agreement will commence on the Start Date (as defined in the Order Form), and continue for the period of time specified in that Order Form, which is five (5) years, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (**"Initial Term"**). The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

E. Onlne Terms. RingCentral is willing to attach a copy of the RingCentral, Inc. Terms and Conditions of Sale of Hardware, RingCentral Phone Rental Agreement, RingCentral Device as a Service Rental Agreement, RingCentral Technical Sufficiency Criteria, RingCentral Acceptable Use Policy, RingCentral Emergency Services Policy, RingCentral Numbering Policy, and RingCentral Data Processing Addendum (together, the "Online Terms"), as they exist as of the Effective Date of the Agreement, in hardcopy form to the Agreement, with the understanding that: (i) they are presented here as a convenience to Customer; and (ii) in the event of a change in such Online Terms subsequent to the Effective Date of the Agreement, such changed Online Terms shall replace and supersede those set out in Attachment D to this Agreement.

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within forty-five (45) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes. All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. Billing Disputes. If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms. RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

C. Professional Services. RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Advanced Support. Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html.

E. Managed Services. Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: https://www.ringcentral.com/legal/managed-services-attachment.html.

F. Subcontracting. RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

A. Service Requirements. The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.

i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html.

iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html.

6. Termination

A. Termination Prior to Expiration of Term. The Customer reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to RingCentral, except that where termination is due to the fault of RingCentral, the period of notice may be such shorter time as may be determined by the City. Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination. If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination Prior to Expiration of Term), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. Customer may take over the work and prosecute the same to completion by contract or otherwise, and RingCentral 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 Customer shall use reasonable efforts to mitigate such damages), and Customer may withhold any payments to RingCentral for the purpose of set-off or partial payment of the amounts owed the Customer as previously stated.If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services (**"Software"**) to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. RingCentral's Rights. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. Customer Rights. As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks. Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party. During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security. RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes. RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL BE LIMITED TO FIVE (5) TIMES THE CONTRACT SUM STATED IN THE ORDER FORM OR THE APPLICABLE INSURANCE COVERAGE LISTED IN SECTION 14, WHICHEVER IS GREATER. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

i. FEES OWED BY CUSTOMER

ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS

iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT

iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY

v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:

a. Any violation of law;

b. The Services, as provided by RingCentral, are provided negligently, recklessly or with willful misconduct; or

c. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim related to intellectual property infringement or misappropriation is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Intentionally Omitted.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) opportunity to participate over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the mutual written consent of both parties (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

A. RingCentral Warranty. RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

B. Customer Warranty. Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

C. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR

PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

A. Governing Law. Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of California, without regard to its choice of law rules. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in the U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. Good Faith Attempt to Settle Disputes. In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

C. Equitable Relief. Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

D. Limitations. Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

A. Relationship of the Parties. RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment. Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder with written consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices. Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries. RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. Headings, Interpretation. The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. Anti-Bribery. Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.

H. Export Control. Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute,

transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

I. Regulatory and Legal Changes. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

J. Use of Beta, Preview, or Early Access Software. If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the Beta Evaluation License Agreement and not by this Agreement.

K. Entire Agreement. The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.

L. Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

M. Amendments. Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

N. Severability and Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

O. Execution. Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

P. Counterparts. This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Q. Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

R. Insurance

RingCentral shall, at its own expense, maintain insurance throughout the term of this Agreement as follows:

i. Commercial General Liability insurance, with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury, property damage, products and completed operations, contractual liability, and personal and advertising injury.

ii. Auto Liability insurance, with limits not less than $1,000,000 combined single limit for bodily injury and property damage, including coverage for any owned, hired, or non-owned vehicles.

iii. Workers' Compensation insurance, as required by statute in each jurisdiction in which this Agreement will be performed.

iv. Employer's Liability insurance, with limits not less than $1,000,000.

v. Umbrella/Excess Liability insurance, providing excess limits for Commercial General Liability, Auto Liability and Employer's Liability insurance, with limits not less than $1,000,000.

vi. Professional Liability (including, Technology Errors and Omissions, Cyber and Media Liability), with limits not less than $2,000,000 per occurrence and $2,000,000 aggregate, covering errors and omissions arising from performance of this Agreement.

All policies noted above shall be written with carriers maintaining an A.M. Best's rating of A-VII or better and authorized to do business in the jurisdiction in which the Agreement will be performed. Except for Professional Liability, all policies shall be written on an occurrence basis. Commercial General Liability Insurance shall include City of Carson, its elected and appointed officers,

employees, volunteers and agents as additional insureds. RingCentral shall provide Customer with a Certificate of Insurance upon execution of this Agreement and only upon Customer request thereafter.

S. Family Education Rights and Privacy Act (FERPA). Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A
DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment(s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors, and agents.
16. **"Helpdesk Support"** shall mean the performance of the following tasks:
    - Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.).
    - Standard management of the Admin Interface within the product.
    - Support all moves, adds, changes, and deletes of employees.
17. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.
18. **"Indemnifying Party"** and **"Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **"Initial Term"** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.

24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).

25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.

26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).

27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

29. **"Term"** means the Initial Term plus any Renewal Terms.

30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the **"Services"**).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at https://www.ringcentral.com/support/international-rates.html.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at https://www.ringcentral.com/support/new-sms-rates.html. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at https://www.ringcentral.com/support/new-sms-rates.html.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the **"Directory Listing Service"**). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (**"Listing Information"**). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

A. Opt Out. Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

B. No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office. Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html. This section sets forth additional terms and conditions concerning RingCentral's Global RingEX for customers that subscribe to it.

A. Emergency Service Limitations for Global RingEX. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global RingEX Provided Only in Connection with Home Country Service. RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Primary Place of Use of Global RingEX Service. Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

D. Relationships with Local Providers. In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html. Additional terms or charges may apply, depending on the selected features.

7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at https://www.ringcentral.com/legal/BYOC-service-description.html.

8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

   A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

   B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

   C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

   D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

   E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B
SERVICE LEVEL AGREEMENT FOR RINGEX SERVICES

This Service Level Agreement for RingEX Services (the **"RingEX SLA"**) is a part of the Master Services Agreement (the **"Agreement"**) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingEX Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this RingEX SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the RingEX Service Attachment with a minimum twelve (12) month Term. This RingEX SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = [1 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

C. No Cumulative Credits

Where a single incident of Down Time affects RingEX Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this RingEX SLA will be calculated based on Customer's RingEX MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

i. Down Time exceeds 1 minute.

ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.

iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.

iv. Customer is not in material breach of the Agreement, including its payment obligations.

v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

A. Quality of Service Targets. RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.

B. Quality of Service Report. Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.

C. Diagnostic Investigation. If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.

D. Diagnostic Remediation. Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

A. Service Availability. Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.

B. Quality of Service. Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.

C. To exercise its termination right under this RingEX SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this RingEX SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this RingEX SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

A. "Down Time" is an unscheduled period during which the Voice Services for RingEX on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.

B. "Impacted User" means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.

C. "MOS" means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.

D. "MRC" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for RingEX Services for the relevant month. If customer is billed other

than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than RingEX Services.

E. **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.

F. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).

G. **"Service Availability"** is the time for which Voice Services for RingEX are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.

H. **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this RingEX SLA.

I. **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.

J. **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

K. **"Territory"** means those countries in which Customers subscribes to RingEX or Global RingEX Services.

L. **"User-Equivalency"** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

M. **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT C
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (**"Measures"**) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

A. **"Ring Central Services"**, or **"Services"**, means services offered by RingCentral and acquired by the Customer.

B. **"Customer"** means the entity that entered into the Agreement with RingCentral.

C. **"Protected Data"** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including "personal data" and "personal information" as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.

D. **"Agreement"** means the agreement in place between RingCentral and the Customer for the provision of the Services.

E. **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.

ii. Is managed by a senior employee responsible for overseeing and implementing the program.

iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.

iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

B. Security Policy Management

RingCentral's security policies, standards, and procedures:

i. Align with information security established industry standards.

ii. Are subject to ongoing review.

iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.

ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including

a. SOC2 Type II

b. IES/ISO 27001.

ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

i. Will be provided to Customer on request.

ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

i. An identity verification (SSN trace).

ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.

iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

i. Complete annual training to demonstrate familiarity with RingCentral's security policies.

ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.

iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.

ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.

ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.

iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data (**"Secure Areas"**).

ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis (**"24/7"**).

iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.

ii. Reports to be maintained for at least one year as allowed by law.

iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.

iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

i. Perimeter security including fencing/barriers and video surveillance.

ii. Secure access including security guard/reception.

iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.

iv. Redundant utility feeds and support for continuous delivery through backup systems.

v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.

ii. Ensures that RingCentral users have an individual accounts for unique traceability.

iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.

iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.

ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).

iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.

ii. Prevent unauthorized access to Protected Data.

iii. Limit access to users who have a business need to know.

iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.

v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.

ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.

iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.

ii. Ensures separation between environments dedicated to development, staging, and production.

iii. Restricts access between environments to authorized devices.

iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.

ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.

iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.

ii. Maintains accountability of assets throughout their lifecycle.

iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

i. Maintains baseline configurations of information systems and applications based on industry best practices including:

a. Removal of all vendor-provided passwords.

b. Remove/disable unused services and settings.

c. Anti-malware/endpoint protection as technically feasible.

ii. Enforces security configuration settings for systems used in the provision of the Services.

iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.

ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.

iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

ii. Ensures quality assurance testing of patches prior to deployment.

iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.

ii. Access to Protected Data is logged.

iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.

iv. Logs are protected against unauthorized access, modification, and deletion.

v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

i. Applies secure development lifecycle practices, including, during design, development, and test cycles.

ii. Ensures that products are subject to security design review including threat considerations and data handling practices.

iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

i. Performs rigorous security testing, including, as technically feasible:

a. static code analysis.

b. source code peer reviews.

c. dynamic and interactive security testing.

d. security logic, or security “QA” testing.

ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).

iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.

iv. Does NOT use Protected Data for testing.

v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.

ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.

iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.

ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.

ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.

iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

i. Public data, data that is generally available or expected to be known to the public.

ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

i. Ensures physical or logical segregation of Protected Data from other customers' data.

ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).

ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.

iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

i. Ensure the secure deletion of data when it is no longer required.

ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

A. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.

B. Has a documented incident response plan based on industry best practices.

C. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.

D. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.

iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.

iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.

v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.

vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.

ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.

iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

ATTACHMENT D
ATTACHMENT – RINGCENTRAL ONLINE TERMS

This Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to Customer.

1. Attachment Overview

The Master Services Agreement contains within it hotlinks to online terms and conditions (Online Terms) that are incorporated into the Agreement by reference. Customer desires to have a version of such Online Terms as they exist as of the Effective Date of the Agreement attached to the Agreement in hardcopy form. RingCentral is willing to attach such Online Terms as set out in this Attachment with the understanding that (i) they are presented here as a convenience to Customer, and (ii) subject to Section 2 below, in the event of a change in any such Online Terms subsequent to the Effective Date of the Agreement, such changed Online Terms shall replace and supersede those set out in this Attachment.

2. Changes to Online Terms

RingCentral may update the Online Terms from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform RingCentral of its objection within thirty (30) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to RingCentral. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

3. Those Online Terms Incorporated into the Agreement by Reference and Set Out Herein

Exhibit A	MSA_2.b.i_RingCentral, Inc. Terms and Conditions of Sale of Hardware
Exhibit B	MSA_2.b.ii_RingCentral Phone Lease Program and Rental Agreement
Exhibit C	MSA_2.b.iii Device as a Service Rental Agreement
Exhibit D	MSA_5.A_Technical Sufficiency Criteria_RingCentral
Exhibit E	MSA_5.B.i_Acceptable Use Policy_RingCentral
Exhibit F	MSA_5.B.ii_Emergency Services_RingCentral
Exhibit G	MSA_5.B.iii_Numbering Policy_RingCentral
Exhibit H	MSA_9.A_DataProcessing Addendum_RingCentral

EXHIBIT A

RingCentral, Inc. Terms and Conditions of Sale of Hardware

SOURCE: MSA_2.b.i https://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html

1. Definitions

a. Where used in these Terms and Conditions of Sale of Hardware:

i. "**Authorized Representative**" means any person who holds the job title and office of General Manager, Finance Director or Vice-President.

ii. "**Customer**" means you or any of your subsidiaries purchasing Product from RingCentral.

iii. "**Conditions**" means these Terms and Conditions of Sale.

iv. "**Contract**" means any agreement for the purchase and sale of Products between RingCentral and Customer which result from a Purchase Order submitted to and accepted by RingCentral under these Conditions.

v. "**Contract Date**" means the date upon which a Purchase Order is accepted by RingCentral.

vi. "**Force Majeure**" means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind or any other causes which, in all cases, are beyond the reasonable control of RingCentral (including delay or shortages by its Suppliers).

vii. "**Products**" means the hardware, software, or any combination thereof, and related documentation, identified in the Website, https://www.ringcentral.com/office/voip-phone.html[1] which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.

viii. "**Purchase Order**" means Customer's submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.

ix. "**RingCentral**" means RingCentral, Inc. and its subsidiaries.

x. "**Supplier**" means the supplier, licensor, publisher, manufacturer or other third-party provider of Products.

xi. "**Website**" means the portal hosted by RingCentral through which Products are made available for purchase.

b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "including" will always be deemed to mean "including, without limitation", (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2. General Ordering Terms.

a. Customer may purchase Products under these Conditions by issuing a Purchase Order to RingCentral. Only a Purchase Order submitted by Customer shall constitute an offer to contract subject to these Conditions. All Purchase Orders are subject to acceptance by RingCentral.

b. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Customer contained or referred to in a Purchase Order or other form submitted to RingCentral shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of RingCentral with respect to that Purchase Order.

c. Customer's subsidiaries shall be defined as any entity which the Customer controls or owns more than 50% of its shares. Customer guarantees full and prompt payment to RingCentral of any sums as they fall due for any Purchase Orders placed hereunder by Customer's subsidiaries.

3. Cancelling & Rescheduling Purchase Orders.

Except as set forth below, no Purchase Order which has been accepted by RingCentral may be cancelled or rescheduled by Customer except with written agreement by RingCentral.

4. Limited Product Return Right.

a. Product may be returned by Customer for any reason within thirty (30) days of delivery of the Product ("**Return Period**"), and RingCentral will accept the return and provide a refund to Customer of the price paid by Customer for the Product, or a lesser amount depending on the condition of the returned Product, as set forth below. The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to RingCentral and refundable. The refund will not include the shipping fees associated with the purchase of the Product. The amount of the refund will be dependent on the condition of the returned Product, such condition determined solely by RingCentral. If the Product is, in RingCentral's sole discretion, in such a condition that it cannot be resold, no refund will be provided. Customer shall contact RingCentral to arrange for any such return. All returns under this Section 4 are subject to a processing fee (which includes shipping charges to return the Product) (a "**Return Processing Fee**") of thirty Canadian dollars (CDN$30.00), fifteen British pounds (£15.00), eighteen Euros (€18.00), or twenty-five US dollars (US$25.00) or its equivalent for any other currency, that shall be charged to Customer by RingCentral. The Return Processing Fee will be assessed on each returned Product and will be collected at the time of processing Customer's return request

5. Prices

a. The price of Products on the Contract Date shall be the quoted price. All prices and charges are exclusive of the cost of shipping, delivery and insurance, if any, as well as applicable value added tax (VAT), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon RingCentral's net income), duties or customs fees for which the Customer shall be additionally liable for paying. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that RingCentral by law or statute may charge or collect upon in accordance with such laws or statutes.

b. Customer will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by Customer on any Products purchased by Customer where the tax is imposed on Customer's acquisition or use of such Products and the amount of tax is measured by Customer's costs in acquiring such goods or services. Customer shall make all payments of any such taxes to RingCentral without reduction for any withholding taxes, which shall be Customer's sole responsibility. All taxes shall be paid by Customer to RingCentral unless Customer provides RingCentral with a valid certificate of exemption acceptable to the appropriate taxing authority.

6. Invoicing and Payment.

a. Customer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Customer on the date that Products are shipped. Invoices shall be issued by RingCentral to Customer upon delivery of the Products in accordance with Section 7.

b. Customer shall make payment to RingCentral in the currency indicated on the invoice.

c. All express deliveries may be subject to additional shipping charges regardless of invoice value.

d. If: (i) Customer fails to make any payment under any Contract when due; (ii) Customer is a body corporate and any resolution or petition to wind up Customer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; or (iii) Customer is an individual or a partnership, and any grounds arise for the application for a bankruptcy order made under applicable bankruptcy and/or insolvency laws (an "Act of Bankruptcy"), then, without prejudice to any other right or remedy available to RingCentral, the full price of all Products delivered to Customer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and RingCentral may take any or all of the following courses of action:

   i. by notice, suspend or terminate any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Section 8, enter Customer's premises to recover Products for which payment has not been made in full;

   ii. charge Customer interest, both pre- and post- judgment, on any unpaid amount past due, at the rate of 2.5% per month, or the maximum rate allowed by law, until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;

   iii. set-off any amounts due against any credit note, balance or other liability issued by RingCentral to Customer;

   iv. appropriate any payment made by Customer for such Products as RingCentral may deem fit (notwithstanding any purported appropriation by Customer); and/or

   v. alter Customer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Customer through the provision of a bank guarantee.

7. Delivery, Risk of Loss, and Title

Customer agrees that all deliveries of Products (including deliveries after repair or replacement) will be made as follows:

a. **Delivery**. Unless RingCentral provides Customer with express written confirmation of a different delivery term, all deliveries of Products will be made FCA (INCOTERMS 2010) at the delivery point specified by RingCentral. Notwithstanding the agreed delivery term, RingCentral may charge Customer for shipping and handling charges, which may be reflected as a separate line item on RingCentral's invoice.

b. **Title and Risk of Loss.** Title and Risk of Loss to all Products will pass to Customer when the Products are transferred to a carrier at RingCentral´s designated shipping location. Title to Software provided under this Agreement will remain solely with RingCentral and its licensors. Notwithstanding the foregoing, should Customer fail to pay RingCentral for Products within thirty (30) days of shipment, Title may, in RingCentral's sole discretion revert back to RingCentral upon written notice to Customer.

c. Any dates quoted for delivery of the Products are approximate only and RingCentral shall not be liable for any delay in delivery of the Products however caused. Any Products may be delivered by RingCentral in advance of the quoted delivery date upon giving reasonable notice to Customer.

d. If the destination of the Products is not in the same country as RingCentral's designated shipping location, RingCentral may arrange on behalf of the Customer, for its shipping vendor to deliver the Products in the destination country. The foregoing in the understanding that: i) the shipment of the Products to the destination country is permitted by RingCentral, its Supplier, OEMs, and applicable regulations; ii) the delivery term will remain FCA (Incoterm 2010) RingCentral's designated shipping point; iii) Customer remains responsible for all charges as described in Section 5(a); iv) RingCentral shipping agent accepts to manage the exportation and importation of the Products for the Customer; and, v) Customer will remain responsible for import and export regulations and compliance with applicable laws, including without limitation Section 15 Compliance with Laws of these terms.

e. Claims for non-delivery of Products must be made in writing to RingCentral within fifteen (15) working days from: (i) the date of invoice; or (ii) receipt of partial delivered of the Products, if any. Customer agrees to notify RingCentral promptly in the event Customer receives the invoice prior to receipt of the Products.

f. Customer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Customer agrees to accept allocations of

Product in the event of shortage by Supplier. Where the Products are delivered in installments, each delivery shall constitute a separate Contract. Failure by RingCentral to deliver any one or more of the installments in accordance with these Conditions or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat a Contract as repudiated or to cancel any other instalment.

g. If Customer fails to take delivery of the Products within 48 hours after the scheduled date of shipment, or fails to give RingCentral adequate delivery instructions in its Purchase Order, then, without prejudice to any other right or remedy available, RingCentral may: (i) store the Products until actual delivery and charge Customer for the reasonable costs thereof, including insurance costs; (ii) terminate the Contract forthwith and sell the Products; or iii) ship the Products by a freight forwarder to Customer´s business location business location indicated in the correspondent purchase order with Customer remaining responsible for all reasonable freight and insurance costs. Title and Risk of Loss will pass when the Products are transferred to the freight forwarder at RingCentral´s, or its Supplier's, designated shipping location.
h. Customer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.
i. Customer's right to possess any Products, for which payment has not made shall immediately cease: (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) when and if Customer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws; (iv) if Customer is unable to pay its debts within the meaning of applicable bankruptcy and insolvency laws; (v) if Customer, not being a company, has become bankrupt; or (vi) if Customer otherwise ceases to trade or threatens to cease to trade.

8. Publications & Specifications.

Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of RingCentral or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Customer and RingCentral. No employee or agent of RingCentral (or any entity acting on RingCentral's behalf) has any authority to make any representation regarding the Products. Customer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

9. Warranty

a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. RingCentral will pass through to Customer all warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.
b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

10. Warranty Assistance.

a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "**RMA**").
b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).
c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.
d. During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.

e. Customer agrees that RingCentral's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, RingCentral's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral's ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.

f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier's Product documentation, modification or alteration not authorized by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

11. Warranty Returns

a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within fifteen (15) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.

b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.

c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

12. Limitation of Liability

a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF PRODUCTS HEREUNDER SHALL BE LIMITED TO AND SHALL UNDER NO CIRCUMSTANCES EXCEED FIVE (5) TIMES THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RINGCENTRAL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RINGCENTRAL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

b. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RINGCENTRAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF RINGCENTRAL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RINGCENTRAL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.

c. Nothing contained herein shall be construed as excluding or limiting RingCentral's liability for death or personal injury caused by RingCentral's negligence, or willful misconduct.

13. Intellectual Property Rights

a. Customer acknowledges that the Products are the intellectual property of the Suppliers and, to the extent any logos, copyrights, trademarks, or similar intellectual property of RingCentral or its partners are affixed to Products, RingCentral or its partners, as applicable. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Customer. Customer further agrees not to translate, reverse compile or disassemble any software. Customer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.

b. Customer understands and agrees that RingCentral will not and has no duty to indemnify, defend or hold Customer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defense to Customer on a pass through basis. In addition, RingCentral will pass through to Customer all indemnities made available by Supplier that Supplier has expressly authorized RingCentral to pass through to Customer.

c. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of RingCentral, or any Supplier, any license of which shall be subject to separate agreement including any then current policies of RingCentral, or its Suppliers, as appropriate.

14. Force Majeure

a. Neither party shall be liable to the other party or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.

b. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, RingCental shall have no obligation to deliver and Customer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

15. Compliance with Laws

a. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.
b. This Agreement, and all hyperlinks, Exhibits, Attachments, and documents incorporated in reference, shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
c. RingCentral shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.
d. Customer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior written approval from the appropriate department of the US Government or any other government within jurisdiction.
e. It is RingCentral's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government, the United Kingdom, and/or member states of the EU and EFTA or any other government with jurisdiction, prior to exporting such Products, or any technical data related thereto, from the country where the Products were delivered . Customer shall not be responsible for any costs, importation duties, liabilities or damages resulting from RingCentral's failure to obtain any such required authorization.
f. Customer and RingCentral warrant they will not take any action or permit or authorize any action which will render the other party liable for a violation of any applicable anti-corruption and anti-bribery laws and: (a) will not violate or cause the other party to violate such laws in connection with the sale and distribution of the Products; and (b) will notify the other party in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.
g. RingCentral shall comply with all applicable laws pertaining to hazardous substances, and electric or electronic waste, which may include, but is not limited to, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise distributed by Customer, such obligation which shall include registering as a "producer" under applicable WEEE legislation.

16. Additional Terms of Sale

a. Notwithstanding anything to the contrary herein, RingCentral and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products.
b. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided to Customer upon request.

17. Choice of Law & Venue

a. These Conditions, and any Purchase Order placed under them shall be governed by the laws and be subject to the exclusive jurisdiction of the courts set forth below.
b. For Purchase Orders submitted to RingCentral UK Limited: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order or a Contract, will be governed by and intended to be construed under the laws of England and Wales. Any related action, lawsuit, or proceeding shall be brought in and adjudicated by the by the courts of England and Wales.
c. For Purchase Orders submitted to RingCentral Inc, or any other RingCentral's subsidiary or affiliate: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order, or a Contract, will be governed by California State laws, excluding Conflict of law principles. The parties agree that Supreme Court of the State of California, Los Angeles County, or the United States District Court for the Central District of California, shall have sole and exclusive jurisdiction and venue over any matter arising out of these Conditions and any orders placed under them, and each party hereby submits itself and its property to the venue and jurisdiction of such courts.
d. The UN Convention on Contracts for the International Sale of Goods does not apply.
e. Each party waives any right it may have to claim that the chosen jurisdiction under these Conditions is not a convenient forum and expressly waives any right to a jury trial regarding disputes related to these Conditions.

18. Miscellaneous.

a. **Assignment.** Customer may not transfer or assign these Conditions to a third party by operation of law or otherwise without the prior written consent of RingCentral. RingCentral may assign any Purchase Order or these Conditions, in whole or in part without the consent of the Customer. RingCentral shall endeavor to provide prompt notice of any assignment to the Customer. Any assignment in violation of this Section shall be void.

b. **Waiver.** Failure by either party to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.

c. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.

d. **Notices.** All notices shall be in writing and shall be sufficiently given if delivered by email to Customer's registered address in its RingCentral Admin Portal, personally or by a reputable overnight carrier with proof of delivery or mailed by registered mail to Customer at the address provided by Customer in Customer's RingCentral Admin Portal, and to RingCentral, Inc. at 20 Davis Drive, Belmont, CA 94002, Attention**:** Legal Department or to such other address or addressee as either party may, from time to time, specify by notice in accordance with this Clause. Notices shall be deemed given upon receipt by the addressee.

e. The Customer has requested these terms be drawn up in English. *Le client a exigé que les présentes Conditions Générales soient rédigées en anglais.*

19. Entire Agreement

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

EXHIBIT B

RingCentral Phone Lease Program and Rental Agreement
SOURCE: MSA_ 2.b.ii https://www.ringcentral.com/legal/lease-rental.html

Last Updated: September 2021

RingCentral's Hardware Rental Agreement ("Rental Agreement") is available to Customers whose RingCentral MVP Services have a minimum Initial Term of at least twenty-four (24) months. This Rental Agreement is incorporated into and made a part of the agreement you accepted and/or signed which governs your use of the RingCentral MVP Services (the "Master Services Agreement" or "MSA").

In the event of differing terms or a conflict between the terms of the MSA and the Rental Agreement, the terms of the Rental Agreement will prevail. Any capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

A. Rental Services

I. This Rental Agreement is for the rental of certain telecommunications hardware (including all accessories provided therewith, each, a "**Rental Device**") and repair/replacement of same by RingCentral (collectively, the "**Rental Services**"). Fees are charged on a recurring basis (the "**Rental Fee(s)**"). As a part of your recurring bill from RingCentral, you agree to pay the Rental Fees for all Rental Devices. The Rental Fees do not include taxes or fees, which vary by location of rental. Taxes are calculated on the full list price or RingCentral's cost, as required by the relevant taxing authority.

II. The Rental Fees for Rental Services will begin on the Start Date of the Initial Order Form for the RingCentral MVP Services subscription and shall continue for the Initial Term and renew in accordance with the Order Form (each a "**Renewal Term**"). Notwithstanding the above, at any time with thirty (30) days prior written notice either party may terminate this Rental Agreement.

III. Upon any termination of the Rental Agreement or Rental Services, you agree to return the Rental Device(s) (including all accessories and materials that were originally provided with the Rental Device(s)) consistent with RingCentral's written instructions and in accordance with Section C (i) below. If you do not return a Rental Device(s) within thirty (30) days following the termination, you will be sent a written notice giving an additional fifteen (15) days to return the Rental Device(s). If you do not return the Rental Device(s) after the additional fifteen(15) days, you will automatically deemed to have purchased the Rental Device(s) pursuant to Section C (ii) below, an invoice will be issued, and the amount owed shall be due immediately.

IV. **Rental Devices Ownership; Damage and Loss**. RingCentral is and will remain the owner of each Rental Device unless title is conveyed to you in writing following RingCentral's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not (i) grant any third party any right to use, possess, or control any Rental Device, (ii) rent any Rental Device to any third party, (iii) attempt to dispose of any Rental Device, (iv) grant any interest or right in a Rental Device to any third party, or (iv) assign any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, and to the extent permitted by applicable law, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's ownership and interest in each Rental Device.

V. You have fifteen (15) business days upon receipt of each Rental Device to notify RingCentral of any damage or functional issues with a Rental Device. If you don't provide such notice, each Rental Device is deemed to be in good working order at the time of receipt.

VI. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify RingCentral in writing and pay RingCentral the purchase price as determined in Section C (ii), unless the event occurs in the first 12 months of the Initial Term, in which case the purchase price will be the full list price for the Rental Device.

B. Rental Device Usage

You will ensure that: (a) each Rental Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the Rental Device from time to time; (b) each Rental Device will not be defaced, modified, used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each Rental Device must remain within the country expressly permitted for its use by the Master Services Agreement, and may not be exported or re-exported to any other country; (d) any regulatory or certification markers affixed to a Rental Device may not be intentionally removed, defaced, or otherwise obstructed; and (e) each Rental Device will only be repaired subject to RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

C. Return/Purchases

i. Returns

I. All Rental Devices returned must be fully functional and must include the manuals. If the Rental Device is not fully functional, you will be obligated to pay RingCentral the purchase price pursuant to Section C (ii) below, unless the return occurs in the first 12 months of the Initial Term, in which case the purchase price will be the full list price for the Rental Device. RingCentral may charge you a minimum

restocking fee of twenty-five dollars ($25.00) USD (if you are billed in another currency, please contact RingCentral customer service for the fee amount applicable).

II. You agree to pay all packaging, shipping and handling charges related to any Rental Device and related hardware returns, regardless of the reason for the return.

III. Before returning any Rental Device or hardware that has data in its memory, you are solely responsible to transfer all files you wish to retain. Once the Rental Device and related hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

ii. Purchases

You may purchase a Rental Device(s) at any time following 12 months from the date you received the Rental Device(s) provided you are current on your payment of Rental Fees, as follows:
after

(1) 12 months - purchase price is 70% of list price;

(2) 24 months - purchase price is 60% of list price;

(3) 36 months - purchase price is 50% of list price;

(4) 48 months - purchase price is 40% of list price; and

(5) 60 months - purchase price is 30% of list price.

D. Warranty Disclaimer

RINGCENTRAL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

To the extent permitted by Law, RingCentral shall pass through to Customer all warranties RingCentral receives in connection with the Rental Device provided by the manufacturer.

E. General Terms

You authorize us to collect any Rental Fees owed by you pursuant to the payment method as outlined in the MSA. This Rental Agreement is the binding obligation between the Parties, enforceable against them in accordance with its terms and the terms of the MSA.
RingCentral may, in its discretion, update or change the on-line version of the terms and conditions of the Rental Agreement, and the version of Rental Agreement applicable to each Rental Device is the version of this Rental Agreement then in effect on the Start Date of the Rental Service for that Rental Device.

EXHIBIT C

Device as a Service Rental Agreement

SOURCE: MSA_ 2.b.iii https://www.ringcentral.com/legal/daas-agreement.html

Last updated December 14, 2022

RingCentral's Device as a Service Rental Agreement ("DaaS Agreement") is available to customers whose RingCentral Services have a minimum Initial Term of at least twenty-four (24) months. This DaaS Agreement is incorporated into and made a part of the agreement you accepted and/or signed which governs your use of the RingCentral Services (the "Master Services Agreement" or "MSA").

In the event of differing terms or a conflict between the terms of the MSA and the DaaS Agreement, the terms of the DaaS Agreement will prevail. Any capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

A. DaaS Services

I. This DaaS Agreement is for the rental of hardware, selected by You from RingCentral's DaaS hardware list (including all accessories provided therewith, each, a "**DaaS Device**") and repair/replacement of same by third party partners (collectively, the "**DaaS Services**"). Fees are charged on a recurring monthly basis (the "**DaaS Fee(s)**"). As a part of your recurring bill from RingCentral, you agree to pay the DaaS Fees for all DaaS Devices. The DaaS Fees do not include taxes or fees, which vary by location of rental.

II. DaaS Fees for each DaaS Device will begin on the Start Date of the Initial Order Form for the RingCentral Services subscription and shall continue for a non-cancelable initial period of twenty-four (24) months ("Initial Term"), after which this Agreement will renew on a month-to-month basis unless terminated, or the parties agree to a Renewal Term (all such Renewal Terms shall be non-cancelable during the term).

III. Either Party may, with thirty (30) days' written notice to the other, terminate any DaaS Service, provided however, that no termination will be effective for any DaaS Device in an Initial Term or Renewal Term. Notwithstanding the foregoing, RingCentral may terminate any DaaS Service or this Agreement immediately if it determines Your use of the DaaS Devices violate the terms of this Agreement. Upon any termination of the DaaS Agreement or DaaS Services, you agree to return the DaaS Device(s) (including all accessories and materials that were originally provided with the DaaS Device(s) consistent with RingCentral's written instructions and in accordance with Section C (i) below. If you do not return a DaaS Device(s) within thirty(30) days following the termination, you will continue to be charged DaaS Fees until the DaaS Device is returned, in addition to any other remedies as described in Section A(VI). In the event a DaaS Device or this Agreement is terminated by RingCentral due to Your Violation of this Agreement, all sums due under this Agreement become immediately due and payable and you must return any DaaS Device.

IV. DaaS Devices Ownership; Damage and Loss. At no time during the Term will title for any DaaS Device transfer to You. You will not (i) grant any third party any right to use, possess, or control any DaaS Device, (ii) rent any DaaS Device to any third party, (iii) attempt to dispose of any DaaS Device, (iv) grant any interest or right in a DaaS Device to any third party, or (iv) assign any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, and to the extent permitted by applicable law, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's hardware partners' ownership and interest in each DaaS Device.

V. You have fifteen (15) business days upon receipt of each DaaS Device to notify RingCentral of any damage or functional issues with a DaaS Device. If you don't provide such notice, each DaaS Device is deemed to be in good working order at the time of receipt.

VI. In the event that any DaaS Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you may elect to either (i) continue to pay the DaaS Fees for the remainder of the Initial or then current Renewal Term, plus the applicable MCV at the expiration of the term, or (ii) pay all due DaaS Fees, plus the applicable MCV immediately.

B. DaaS Device Usage

You will ensure that: (a) each DaaS Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the DaaS Device from time to time; (b) each DaaS Device will not intentionally be defaced, modified, used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each DaaS Device must remain within the country expressly permitted for its use by the Master Services Agreement, and may not be exported or re-exported to any other country; (d) any regulatory or certification markers affixed to a DaaS Device may not intentionally be removed, defaced, or otherwise obstructed; and (e) each DaaS Device will only be repaired subject to RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

C. Return/Losses

i. Returns

I. All DaaS Devices must be returned within fourteen (14) days of the expiration of the Initial or Renewal Term, or in the case of upgrade no later than fourteen (14) days following shipment of the replacement device. If you do not return a DaaS Device(s) within fourteen

(14) days following the termination, you will continue to be charged DaaS Fees until the DaaS Device is returned, in addition to any other remedies as described in Section A(VI). All returned DaaS Devices must be fully functional in good working condition and appearance except for reasonable wear and tear, and include all manufacturer manuals and certificates. If the DaaS Device is not fully functional, you will be obligated to pay RingCentral the Minimum Casualty Value pursuant to Section C(ii) below. RingCentral may charge you a minimum restocking fee of thirty five dollars ($35.00) USD (if you are billed in another currency, please contact RingCentral customer service for the fee amount applicable).

II. You agree to pay all packaging, shipping and handling charges related to any DaaS Device and related hardware returns, regardless of the reason for the return.

III. Before returning any DaaS Device or hardware that has data in its memory, you are solely responsible to transfer all files you wish to retain. Once the DaaS Device and related hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

ii. Losses

In the event of loss, theft, destruction or other disposal of any DaaS Device, RingCentral will invoice You the appropriate Minimum Casualty Value per DaaS Device, along with any remaining monthly DaaS Fees due. Minimum Casualty Value of a DaaS device will be determined according to the chart in Annex A and may be subject to taxes.

D. Device Upgrade

After eighteen (18) months You may upgrade any DaaS Device by requesting an upgrade number from RingCentral. **By requesting an upgrade you agree to enter into a new Initial Term of twenty-four (24) months for the DaaS Device**. RingCentral's hardware partner will provide a shipping label for DaaS Devices to be returned. In the event replaced DaaS Devices are lost, destroyed, stolen or unreturned, or if the DaaS Devices are returned in disrepair, you may elect to either (i) continue to pay the monthly DaaS Fees, plus applicable MCV, taxes and fees, at the expiration of the Initial or then current Renewal Term, or (ii) immediately pay the due DaaS Fees and applicable MCV, plus taxes and fees.

E. Warranty Disclaimer

RINGCENTRAL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
RingCentral hereby grants, transfers and assigns to You during the term of this DaaS Agreement all of its right, title and interest in any express or implied warranties, indemnities or service agreements of the vendor which are assignable by RingCentral. RingCentral shall permit You, as Your sole remedy, to enforce any such representation, warranty, indemnity or service agreement against the vendor in the name of RingCentral, and not against RingCentral or any RingCentral successor in interest.

F. General Terms

You authorize us to collect any DaaS Fees owed by you pursuant to the payment method as outlined in the MSA. This DaaS Agreement is the binding obligation between the Parties, enforceable against them in accordance with its terms and the terms of the MSA.

RingCentral may, in its discretion, update or change the on-line version of the terms and conditions of the DaaS Agreement, and the version of DaaS Agreement applicable to each DaaS Device is the version of this DaaS Agreement then in effect on the Start Date of the DaaS Service for that DaaS Device.

MINIMUM CASUALTY VALUE
FOR ALL DAAS DEVICE RENTALS under the
RINGCENTRAL DEVICE AS A SERVICE AGREEMENT

Pursuant to Section C(ii) of the RingCentral Device as a Service Agreement, the Minimum Casualty Value payable with respect to any DaaS Device that appears on an Order Form will be the percent of the device list price, as described below.
Payment of the Minimum Casualty Value will be in addition to the then due DaaS Fees for each DaaS Device.

After:
Fewer than 12 months - 100% of the list price
12 months - 80% of the list price
24 months - 70% of the list price
36 months - 50% of the list price
48 months - 40% of the list price

EXHIBIT D
RINGCENTRAL'S TECHNICAL SUFFICIENCY CRITERIA
SOURCE: MSA_ 5.A https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html

Last Updated: March 15, 2018

Use of RingCentral products and services (collectively, **"Services"**) is dependent on meeting these Technical Sufficiency Criteria. These Technical Sufficiency Criteria are incorporated into and made a part of the applicable Service Agreement.

The Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimize unauthorized use, Customer should (a) disable international calling for all Digital Lines, extensions or Accounts for which such calling activity is not needed or not authorized; (b) restrict international calling destinations to those that are needed and authorized; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer's Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

EXHIBIT E
RINGCENTRAL ACCEPTABLE USE POLICY
SOURCE: MSA_ 5.B.i https://www.ringcentral.com/legal/acceptable-use-policy.html

Last updated: January 24, 2022

Any and all use of RingCentral Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP"). If you have an Agreement with RingCentral, this AUP is incorporated into and made a part of your Agreement with RingCentral.

This Acceptable Use Policy applies to all RingCentral Services. Please carefully review the following to determine if the Services you have purchased are subject to additional, service-specific prohibitions.

A. The Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Illegal activity.** Violate any applicable law or regulation applicable to the use of the Services.
- **Resale Prohibited.** Engage in resale activities. Customer may not sell, resell, sublicense, assign, license, or sublicense the Service or any component thereof or use or offer the same on a service-bureau or time-sharing basis.
- **NO HIGH RISK USE. Engage in high risk use of the Services. The Services may not be available in the event of a loss of power or internet connectivity, or network congestion. The Services are not designed, intended, or recommended for use in any situation where, in the normal course of use, service disruption could result in personal injury or death ("high-risk use"). High-risk use is prohibited except to the extent you have fail-safe alternatives in place at all times.**
- **Infringing activity.** Infringe, misappropriate, or otherwise violate RingCentral's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use RingCentral's marks without consent or in violation of RingCentral policies.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Malicious activity.** Transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner, including making calls or sending messages that contain phishing or spam content, or otherwise violates RingCentral's SMS/MMS Content Guidelines.
- **Misrepresenting origin and/or identity.** Mislead recipients as to Customer's identity. Create a false caller ID (e.g., ID spoofing), forge addresses or headers, or fraudulently undertake other technical measures to misrepresent the origin or identity of the sender.
- **Harvest information; spam; bulk messages.** Without consent: harvest or collect information about third parties or End Users, or send bulk communications.
- **Excessive or unauthorized use.** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use (e.g. interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge)).
- **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.
- **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

B. RingCentral MVP Services are intended for regular business use between individuals and not for high-volume commercial messaging or call center calling. In addition to the prohibitions described in (A) above, RingCentral MVP Services, (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Auto-dialing; trunking; automated use**
  - Perform auto-dialing or "predictive dialing";
  - trunk or forward your RingCentral phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; or
  - use the Services in any way that is inconsistent with typical human operation, including automate use of the RingCentral MVP Services (e.g. use of desktop automation software or similar tools), violate the SMS/MMS Content Policy, or send voice calls or text messages indicative of phishing or spam.

The list above is not exhaustive or exclusive. For purposes of this AUP, "End User" means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer's employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP.

RingCentral may act immediately and without notice to suspend or terminate the Services if, in RingCentral's sole discretion, Customer's or its End Users' use of the Services violates the terms of this Acceptable Use Policy.
Customer may cancel any services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancelation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancelation. All purchases are final after 30 days.

EXHIBIT F
RINGCENTRAL EMERGENCY SERVICES POLICY

SOURCE: MSA_ 5.B.ii https://www.ringcentral.com/legal/last-update-may-31-2022/emergency-services.html

i. Operation and Limitations of Emergency Service

Date of Last Revision: May 31, 2022

This policy forms part of, and is governed by the Customer Agreement and/or the RingCentral Terms of Service, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Customer Agreement and/or the Terms of Service.

No one wants to need emergency services, but if an emergency arises, we want to help emergency responders find you. Emergency calling from your IP-telephony desk phone ("desk phone") and softphone applications ("apps") is different from emergency calling from traditional telephones. This policy describes how our emergency calling works and your responsibilities as a user.

If you are uncomfortable with any of the service limitations or your responsibilities described below, you should maintain an alternate means of calling emergency services.

If you are the Account Administrator, you must ensure that your users are aware of and understand this information.

Please note that emergency calling is not available from any endpoint that does not permit direct local dialing to other phone numbers within your country. **Users of virtual extensions and lines without a direct call back number must have an alternative means to reach emergency services.**

A. How Emergency Calling Works

i. 1. You Identify the Location Where You Are Primarily Using Our Services

Immediately upon activation of your direct dial line (whether used with a desk phone, app, or both), you or your Account Administrator must accurately register the address of the physical location where you will use your line. You can do this from within the app, or your Account Administrator can use the Administrative Portal.

We rely on this address to route your call to the closest emergency responders.

If you move your desk phone or app to a different location, you are required to update your address immediately via Service Web, directly on your app (where available), or by calling support. You must update your physical address immediately to ensure that your emergency call is routed appropriately.

Emergency service response times may be delayed if you do not provide an accurate and current physical address. Your call cannot be routed to the closest emergency response center if we do not know your current location. Most emergency response centers cannot transfer your call to a center in a different region.
Address changes occur in real time for U.S. and Canadian users. Address changes usually take effect within 24 hours for non-U.S. and Canadian users. Please note that it may take up to ten (10) days for addresses to be updated in certain countries.

ii. 2. When You Call Emergency Services from Your Desk Phone or Computer-Based App

When you call emergency services from your desk phone or computer-based app, we route the call to local emergency responders. We provide the emergency response center with the location you provided and a number to call you back if the call is dropped. The emergency operator will not know your correct location if you did not update your address as required.

We cannot guarantee and do not control whether emergency response centers can see your location and call-back number. Due to service limitations at some emergency response centers, emergency operators may not have access to this information. **Be prepared to provide the emergency operator with your telephone number and current location.** If you are unable to speak, the emergency operator may not be able to send help and/or call you back should the call be disconnected.
In certain instances, your call cannot be routed directly to the local emergency response centers. Instead, it is sent to a national emergency contact center. Operators at these centers will ask for your current location so they may route your call to the correct local emergency response center.

Do not disconnect the call until told to do so by the operator. If the call is dropped, you should call back.

iii. 3. When You Call Emergency Services from Your Smartphone App
When you call emergency services from your smartphone app, we send the call to the smartphone's native dialer. The smartphone app is not a replacement for wireless cellular service. You should call or text (where available) emergency services on your smartphone's native dialer. If you dial or text the emergency services number while using the smartphone app, the app will close, the native dialer or SMS function will be launched, and the call or text will be handled by your wireless cellular service provider.

Android users who access the smartphone app from a "profile" on their device, must grant that "profile" access to the Android's native dialer.

The smartphone app cannot place emergency calls over Wi-Fi access. Emergency dialing is not available on tablets or other mobile devices that do not have a native phone dialer and a wireless service plan.

iv. 4. Service Limitations

Certain events beyond our control may prevent you from reaching emergency services. These include

1. (i) If you have an Internet or power outage.
2. (ii) If your broadband, ISP, or IP telephony services are suspended or terminated.
3. (iii) If you are located in a country other than the one in which your digital line is provided. For example, if you have a US line and travel to the UK, you will not be able to reach the UK emergency services number.
4. (iv) If you are located in a country where RingCentral is not permitted or otherwise able to complete emergency calls.
5. (v) If there is network congestion that may delay or prevent completion of any call to emergency services.

B. Notification of Service Limitations

You are required by law to notify all persons who may place calls using our services or may be present at the physical location where our services may be used, of the limitations of reaching emergency services from your desk phone or app. You must affix any warning sticker provided in a readily visible place on each piece of equipment that might be used to access or use our services.

C. Disclaimer of Liability

Your use, and use by your employees, guests and other third parties, of our emergency calling services are subject to the limitations described herein. The availability of certain features, such as transmission of your location or a call back number, depends on whether local emergency response centers support those features and other factors outside of our control. We rely on qualified third parties to assist us in routing emergency service calls and text messages. We do not have control over local emergency response centers, emergency calling centers, emergency responders, or other third parties.

We disclaim all responsibility for the conduct of emergency response centers and all third parties involved in the provision of emergency response services. To the extent permitted by applicable law, you hereby release, discharge, and hold us harmless from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call.

You agree to indemnify and hold us and any of our third-party provider(s) harmless from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) you or your users' provision of incorrect information, including incorrect addresses, or failure to update your or users' locations (ii) your failure to properly notify any person who may place calls using the emergency calling services of the emergency calling limitations; (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any user to be able to dial emergency services or to access emergency service personnel for any reason.

EXHIBIT G
RINGCENTRAL NUMBERING POLICY

SOURCE: MSA_ 5.B.iii https://www.ringcentral.com/legal/policies/numbering-policy.html

Last Updated: October 15, 2019

Use of voice and/or facsimile services provided by RingCentral is subject to this Numbering Policy. This Numbering Policy incorporated into and made a part of the Agreement.

Customer may obtain new numbers from RingCentral for use with the Services, or may port existing numbers, subject to the terms below.

I. Number Availability

RingCentral makes available phone numbers for use with voice and facsimile services, which Customer may select for assignment to the Customer's Account. RingCentral's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. In the event a chosen number is not actually available, RingCentral may remove such number from an Account.

II. Number Porting

A. Number Port-In Request Procedures.

Customer must keep the its existing service active in order to port a phone number to RingCentral.

In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which you wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral.

In order to port more than 100 phone numbers from the same third party service provider account into the RingCentral Account, you must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with their instructions. Porting requests are processed between the hours of 8 am – 5pm PST, Monday-Friday. After-Hours porting requests will be processed the following day, in accordance with industry practice.

B. The Number Porting Process.

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, RingCentral, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to RingCentral and/or other service providers, and procedures imposed by other service providers or RingCentral in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of RingCentral's control, including delays caused by Customer and/or other service providers.

C. Unauthorized Port Outs

RingCentral is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to: (i) prevent such port-outs: (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. RingCentral has no responsibility or liability due to such port-outs.

D. Accurate Porting Information

Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the RingCentral Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

E. Customer Compliance with Porting Laws

The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

F. Release of Numbers

In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

III. Number Publication by Customer

All new number assignments are provisional until verified by RingCentral and confirmed by Customer. Customer shall not publicize, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

EXHIBIT H

RINGCENTRAL DATA PROCESSING ADDENDUM

SOURCE: MSA_ 9.A https://www.ringcentral.com/legal/dpa.html

Last Updated: October 12, 2023

This Data Processing Addendum ("**DPA**") is made by and between RingCentral and Customer (each a "**Party**", together the "**Parties**"), and is supplemental to the agreement executed between the Parties to which it is attached ("**Agreement**") for the provision of the Services (as defined below) to Customer.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

4. Definitions

4.1 For the purposes of this DPA:

(a) "**Affiliate**" means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.

(b) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of the RingCentral Services.

(c) "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to RingCentral in the processing of Personal Data under this DPA.

(d) "**Controller**" shall have the same meaning under Applicable Data Protection Law.

(e) "**Customer Personal Data**" means any Personal Data that RingCentral processes as a processor under the Agreement.

(f) "**Personal Data**" means any information relating to an identified or identifiable natural person, as defined by Applicable Data Protection Law.

(g) **"Processor"** shall have the same meaning under Applicable Data Protection Law.

(h) "**Security Incident**" means a breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data that compromises the privacy, security, or confidentiality of such Personal Data.

(i) "**Services**" means the RingCentral services described in Annex 1.

5. Scope of DPA

5.1 This DPA will apply to the extent that RingCentral processes Customer Personal Data on behalf of a Customer as a Processor, where such processing is further detailed in Annex 1. Any processing of Personal Data as a Controller by RingCentral is out of scope of this DPA.

6. Roles and Responsibilities

6.1 Parties' Roles. As between the Parties and for the purposes of this DPA, Customer shall be the Controller of the Customer Personal Data processed by RingCentral under the Agreement as a Processor. RingCentral will comply with the obligations of a Controller to the extent it processes Personal Data as a Controller for RingCentral's legitimate business purposes, including as necessary for the operation of the Services, and as necessary to comply with applicable law.

6.2 Obligations of the Customer. Customer undertakes to:

(a) Ensure that it may lawfully disclose the Customer Personal Data to RingCentral for the purposes set out in the Agreement.

(b) Comply with applicable data protection laws in its use of the Services, and its own collection and processing of Personal Data including Customer Personal Data. Customer acknowledges and confirms that Customer has informed its employees (current and future) and its works council as applicable, that as part of the Services Customer has access to the traffic data; and

(c) Process special categories of Personal Data or sensitive data (as defined by Applicable Data Protection Laws), or Personal Data concerning children or minors, or related to criminal convictions and offenses, lawfully and relying on a valid legal basis in accordance with Applicable Data Protection Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such data.

6.3 Purpose Limitation

(a) Except where otherwise required by applicable law, RingCentral shall process the Customer Personal Data (i) in accordance with Customer's documented instructions (which instructions are set out in the Agreement, this DPA and Customer's configuration and use of the Services, in accordance with the applicable terms of use), (ii) for the purposes of providing, monitoring, supporting, improving, and maintaining the Services.

(b) RingCentral shall not engage in the sale of any Personal Data.

6.4 Confidentiality of Processing. RingCentral shall ensure that any person that it authorizes to process the Customer Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

6.5 Security. RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Data. RingCentral's security measures are set out in the RingCentral Security Addendum at https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf. RingCentral will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Customer Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices.

6.6 Security Incidents. Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Administrative Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfill any data breach reporting obligations under Applicable Data Protection Laws.

6.7 Provision of Security Reports. RingCentral will select an independent, qualified third-party auditor to conduct, at RingCentral's expense, at least annual audits of the security of the Services and environments, in accordance with internationally recognized standards such as ISO27001, the SOC 2, Type II standards or its equivalent. Upon Customer request and under Non-Disclosure Agreement, RingCentral will provide a copy of the most recent audit reports (or similar security attestation) to document compliance with the foregoing requirement, where such certification is available. Such audit report is RingCentral's Confidential Information and Customer will not distribute to any third party without RingCentral's written approval.

6.8 Deletion or Return of Data. Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Data (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Data to the customer, save to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Data.

7. GDPR Obligations

7.1 Applicability. This Section 4 shall apply to the processing of Customer Personal Data that is subject to the protection of the GDPR.

7.2 Sub-processors. Customer agrees that RingCentral and its Affiliates may engage RingCentral Affiliates and third- party subprocessors (collectively, "**Subprocessors**") to process the Personal Data on RingCentral's behalf. Depending on the scope and the nature of the subprocessing, RingCentral shall impose data protection terms on such Subprocessors that protect Customer Personal Data to an equivalent standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Subprocessor. The Subprocessors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Subprocessor list available at https://www.ringcentral.com/legal/dpa-subprocessor-list.html, or are otherwise specified in the Agreement.

7.3 Subprocessor Notification. RingCentral may, by giving reasonable notice to the Customer, add or replace the Subprocessors. If the Customer objects to the appointment of an additional Subprocessor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Customer Personal Data, then the Parties will discuss such concerns with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Subprocessor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service without penalty with a thirty (30) day written notice to RingCentral. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a RingCentral Subprocessor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Subprocessor in order to maintain or restore the standard conditions of the Service. In this situation, the notification of Subprocessor change may be exceptionally sent after the change.

7.4 Cooperation and Data Subjects' Rights. It is the Customer's responsibility to respond to any data subject request. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer, to enable Customer to respond to such data subject requests. In the event that such request is made directly to RingCentral, RingCentral shall promptly direct the data subject to contact the Customer.

7.5 Data Protection Impact Assessments. RingCentral shall, to the extent required by the GDPR, and upon Customer's request and at Customer's expense, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under GDPR in relation to the scope of the Services.

7.6 International Transfers. RingCentral may transfer and process Customer Personal Data outside the European Economic Area ("EEA"), Switzerland, or the United Kingdom, in accordance with the applicable Subprocessor list, to locations where RingCentral, its Affiliates or its Sub-processors maintain data processing operations.

(a) *Data Privacy Framework*. RingCentral complies with and has certified to the U.S. Department of Commerce its adherence to the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF). RingCentral's Notice of Certification applies to the Services.

(b) *Standard Contractual Clauses*. To the extent that RingCentral processes (or causes to be processed) any Customer Personal Data originating from the EEA, Switzerland, or the United Kingdom in a country that has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data, RingCentral will put in place such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws, which include the execution of the applicable EU Commission's Standard Contractual Clauses, and the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism.

7.7 Audits.

(a) Both Parties acknowledge that it is the Parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 above to verify RingCentral's compliance with this DPA.

(b) Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer ("**Security Review**").

(c) After Customer's review of RingCentral's audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by the GDPR, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to Applicable Data Protection Laws and this DPA, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral or in response to a Security Incident.

(d) In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral's provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral's compliance with this DPA or with applicable law.

(e) The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral's competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral's audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral's reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require Customer to appoint another auditor or conduct the audit itself.

(f) RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other Parties, to minimize disruption to RingCentral's business, to limit the scope to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.

(g) The audit performance will occur during regular business hours for the RingCentral personnel involved and the Parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.

(h) All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral.

7.8 Data Disclosure Requests. If RingCentral receives a request from a law enforcement or other government authority to disclose Personal Data that RingCentral is processing on the Customer's behalf, RingCentral will notify and provide the Customer with the details of the data disclosure request prior to disclosing any Personal Data, unless legally prohibited or where an imminent risk of serious harm exists that prohibits prior notification.

8. Miscellaneous

8.1 Unless the above explicitly states otherwise the terms and conditions of the Agreement shall apply to the DPA. In case of any conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA prevails with regard to data processing activities.

8.2 The governing law and forum that apply to the Agreement also apply to this DPA.

8.3 Contact information for privacy inquiries: privacy@RingCentral.com.

8.4 The Annexes attached to the DPA are :

- Annex 1 - Description of the Processing
- *(If applicable)* Annex 2 - RingCentral Customer United States Privacy Addendum

Annex 1

DESCRIPTION OF THE PROCESSING

RingCentral is a provider of

1. Cloud-based communications and collaboration services for high-definition voice, video, SMS, chat messaging and collaboration, conferencing, online meetings, and fax.
2. Customer contact center services and an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform, enabling community responses to customer service inquiries.
3. Virtual events and presentation services.
4. Professional services.

All the above as specified in the Agreement, collectively (the "**Services**"). Services may include dashboards providing various metrics and insights on customers' communications, some of which are based on a conversation intelligence platform involving artificial intelligence.

The data processing impacts the following categories of data subjects:

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

The categories of Customer Personal Data processed include:

- Identification information for Customer's administrator, contact information, such as address, telephone number (fixed and mobile), e-mail address, and fax number, employment information, such as job title and business role.
- Identification information for anyone, including Customers' employees, who use the Services at the request of and in connection with the business of the Customer, including telephone number (fixed and mobile) and email address.
- Call detail records, including numbers of the calling and the receiving party, start date and time of the call, duration of the call.
- For Services such as RingCentral Contact Center, RingCentral Engage Digital and/or RingCentral Engage Voice, and RingCentral Engage Digital Communities:
    - Identification information for end users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and company name.
    - Identification information of Customer's employees or authorized users or other third-party contributors, including name and e-mail address.
    - Content published on communication channels connected to the Services, including public information on social media channels connected to the Service.
    - Content published on the online sharing space, including any public posts and private messages.
- Any other Customer Personal Data that the Customer, its authorized users or third parties involved in the communications choose in their sole discretion to include in the content of the communications that are sent and received using the Services.
- Any other Customer Personal Data that may be necessary for RingCentral to provide the Services as described in the Agreement.

Special Categories of Customer Personal Data

The Services are not designed to recognize and/or classify data as special categories of data or sensitive data (as defined in the GDPR or in other Applicable Data Protection Laws), nor as Personal Data concerning children or minors, or related to criminal convictions and offenses. Insofar as Customer processes special categories of Personal Data,

Customer undertakes to process this category of Personal Data lawfully, and in particular to rely on a valid legal basis in accordance with Applicable Data Protection Laws.

Processing Operations

RingCentral processes Customer Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, for customer relationship management, user management, and customer support. RingCentral publishes authorized users' content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral stores and displays Customer information and conversations history to the authorized users.

Customer Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the Parties.

Annex 2

RingCentral Customer United States Privacy Terms

This United States Privacy Addendum ("US Privacy Terms") is made by and between RingCentral and Customer (each a "Party", together the "Parties"), and is supplemental to the Data Processing Addendum ("DPA") as appended to the Agreement (defined below), executed between the Parties, for the provision of the Services to Customer.

Where US State Privacy Laws apply to RingCentral's processing of Customer Personal Data on behalf of Customer, the terms of this US Privacy Terms, which forms part of the DPA will apply and will supplement as appropriate the provisions of the DPA. For the avoidance of doubt, in the event RingCentral's processing of Customer Personal Data on behalf of Customer is not subject to US State Privacy Laws, then this US Privacy Addendum will not apply.

Capitalized terms used but not defined in this US Privacy Addendum shall have the same meanings as set out in the Agreement.

1. Definitions

1.1. **Agreement** shall mean and refer to the main written or electronic agreement between Customer and RingCentral for the provision of any of the RingCentral Services to the Customer.

1.2. **CPA** shall mean and refer to the Colorado Privacy Act, as may be amended, and its implementing regulations.

1.3. **CPPA** shall mean and refer to the California Privacy Protection Agency, which is vested with the full administrative power, authority, and jurisdiction to implement and enforce the CPRA.

1.4. **CPRA** shall mean and refer to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any implementing regulations promulgated thereunder.

1.5. **Customer Personal Information** shall mean and refer to any Personal Information that RingCentral processes on behalf of Customer as a Service Provider under the Agreement.

1.6. **CTDPA** shall mean and refer to the Connecticut Data Privacy Act, as may be amended, and its implementing regulations.

1.7. **Personal Information** shall mean and refer to any information relating to an identified or identifiable person or individual and also includes personal data, as defined by applicable US State Privacy Laws.

1.8. **Sell** shall have the same meaning as set forth in the CPRA.

1.9. **Share** shall have the same meaning as set forth in the CPRA.

1.10. **Service Provider** shall mean and refer to a service provider or subcontractor, as defined by applicable US State Privacy Laws, that processes Customer Personal Information on Customer's behalf or on RingCentral's behalf, where RingCentral is a Service Provider to Customer, for the purposes of the Agreement.

1.11. **US State Privacy Laws** shall mean and refer to all United States data protection and privacy laws which may be applicable to RingCentral in the processing of Customer Personal Information as part of the performance of the Services provided to Customer under the Agreement.

1.12. **VDCPA** shall mean and refer to the Virginia Consumer Data Protection Act and its implementing regulations.

2. Scope of US Privacy Addendum

2.1. This US Privacy Addendum will apply only to the extent that RingCentral processes Customer Personal Information on behalf of a Customer as a Service Provider under US State Privacy Laws, where such processing is described in Annex 1 of the DPA.

3. Roles and Responsibilities

3.1. RingCentral Obligations

3.1.1. **Purpose Limitation**. RingCentral shall process the Customer Personal Information for the purposes of the performance of the Services as described in the Agreement and the DPA except where otherwise required or permitted by US State Privacy Laws. Such purposes include providing, monitoring, supporting, improving, and maintaining the Services, including through automated means such as artificial intelligence.

3.1.2. **CPRA**. For the purposes of Customer Personal Information subject to the CPRA, RingCentral will:

3.1.2.1. Comply with the applicable CPRA obligations.

3.1.2.2. Provide the same level of privacy protection as required by CPRA.

3.1.2.3. Notify the Customer if it can no longer meet its CPRA obligations.

3.1.2.4. Not Sell or Share Customer Personal Information.

3.1.2.5. Not retain, use, or disclose Customer Personal Information for any other purpose other than as agreed upon in the Agreement, outside the direct business relationship between the Parties, or as permitted by CPRA.

3.1.2.6. Not combine Customer Personal Information it receives from, or on behalf of, Customer with Personal Information it receives from, or on behalf of, another person, or collects from its own interaction with the End User, subject to the exceptions under CPRA, including that RingCentral may combine Customer Personal Information to perform any business purpose as defined in the CPPA regulations.

3.1.2.7. Cooperate with Customer, upon Customer's reasonable notice, to determine reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Information.

3.1.3. **Confidentiality of Processing.** RingCentral shall ensure that any person that it authorizes to process the Customer Personal Information shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

3.1.4. **Security.** RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Information. RingCentral will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Customer Personal Information with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral's security measures are set out in the RingCentral Security Addendum at https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf.

3.1.5. **Deletion or Return of Data.** Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Information (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Information to the Customer, save to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Information.

3.2. **Customer Obligations.** Customer undertakes to:

3.2.1. Ensure that it may lawfully disclose the Customer Personal Information to RingCentral for the purposes set out in the Agreement.

3.2.2. Comply with US State Privacy Laws in its use of the Services, and its own collection and processing of Customer Personal Information.

3.2.3. Process sensitive Personal Information (as defined by US State Privacy Laws), or Personal Information concerning children or minors, or related to criminal convictions and offenses, lawfully, and relying on a valid legal basis in accordance with US State Privacy Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such Personal Information and that Customer will be responsible when processing this Personal Information using the Services.

4. Service Providers

4.1. **Notification.** Where required by US State Privacy Laws, RingCentral will notify Customer before it engages another Service Provider. Where required by US State Privacy Laws, RingCentral will allow Customer thirty (30) calendar days to object to such engagement on reasonable grounds relating to the protection of Customer Personal Information.

4.2. **Agreements.** RingCentral shall impose data protection terms on such Service Providers that protect Customer Personal Information to an equivalent standard provided for by this US Privacy Addendum.

5. Audits

5.1. RingCentral will select an independent, qualified third-party auditor to conduct, at RingCentral's expense, at least annual audits of the security of the Services and environments, in accordance with internationally recognized standards such as ISO27001, the SOC 2, Type II standards or its equivalent. Upon Customer request and under Non-Disclosure Agreement, RingCentral will provide a copy of the most recent audit reports (or similar security attestation) to document compliance with the foregoing requirement, where such certification is available. Both Parties acknowledge that it is the Parties' intention ordinarily to rely on the provision of the security reports in this section to verify RingCentral's compliance with this US Privacy Addendum, the VDCPA, CPA, and/or the CTDPA.

5.2. Where required by US State Privacy Laws, RingCentral will cooperate with Customer to make available all information in RingCentral's possession to demonstrate compliance with its obligations in the VDCPA, CPA and/or the CTDPA, as applicable.

5.3. Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer ("Security Review").

5.4. After Customer's review of RingCentral's audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by US State Privacy Laws, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to US State Privacy Laws and this US Privacy Addendum, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral.

5.5. In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral's provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral's compliance with this US Privacy Addendum or with US State Privacy Laws.

5.6. The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral's competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral's audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral's reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require the Customer to appoint another auditor or conduct the audit itself.

5.7. RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other Parties, to minimize disruption to RingCentral's business, to limit the scope to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.

5.8. The audit performance will occur during regular business hours for the RingCentral personnel involved and the Parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional

services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide the Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.

5.9. All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral and Customer will not distribute to any third party without RingCentral's written approval.

6. US Educational Institutions

6.1. **COPPA.** Information about usage of the Services in accordance with COPPA requirements is available on the Children's Privacy Notice and School/Parental Notification, located at https://www.ringcentral.com/legal/childrens-privacy-notice-school-parental-notification.html, and incorporated by reference. If applicable, Customer hereby agrees to obtain and provide, or cause a School Partner to obtain and provide, verifiable consent to RingCentral's collection, use, and disclosure of Personal Data in accordance with the Children's Privacy Notice and School/Parental Notification. If Customer is purchasing RingCentral for Education, pricing tiers are described more fully at https://www.ringcentral.com/office/industry-solutions/education-cloud-phone-systems.html.

6.2. **FERPA**. For the purposes of the Agreement, if Customer is an educational agency or institution subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), RingCentral shall operate as a school official with legitimate educational interests in obtaining or accessing Personally Identifiable Information, including Education Records pertaining to students (as those terms are defined under FERPA). RingCentral shall only use or disclose such Personally Identifiable Information in accordance with the requirements of 34 C.F.R. § 99.33(a) (governing the use and redisclosure of Personally Identifiable Information from Education Records) as is reasonably necessary to provide the MVP Services or for RingCentral to otherwise perform its obligations under the Agreement. Customer acknowledges RingCentral is under its direct control with respect to the use and maintenance of Education Records, and Customer agrees to be solely responsible for protection of Personally Identifiable Information from Educational Records.

7. Miscellaneous

7.1. Unless the above explicitly states otherwise the terms and conditions of the Agreement, including any DPA, shall apply to the US Privacy Addendum. In case of any conflict between the terms of the Agreement, including any DPA, and the terms of this US Privacy Addendum, the terms of this US Privacy Addendum prevails with regard to data processing activities subject to US State Privacy Laws.

7.2. The governing law and forum that apply to the Agreement also apply to this US Privacy Addendum.

7.3. Contact information for privacy inquiries: privacy@RingCentral.com.

ATTACHMENT E
ATTACHMENT – PUBLIC SECTOR ENTITY'S TERMS & CONDITIONS REQUIRED BY STATUTE

This Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to Customer.

1. In the event of any conflict between the provisions of the Agreement and the provisions of this Attachment, such provisions of this Attachment will prevail.

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **City of Carson** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
City of Carson

701 East Carson Street
Carson, CA 90745
United States

Mitchell Morones

mmorones@carsonca.gov

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: September 16, 2024

Initial Term: 60 Months

Renewal Term: 12 Months

Payment Schedule: Annual

RingEX Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Advanced	**340**	**$137.88**	**$46,879.20**
DigitalLine Unlimited Advanced		$83.88	
Compliance and Administrative Cost Recovery Fee		$42.00	
e911 Service Fee		$12.00	
Digital Line Unlimited Advanced	**10**	**$90.00**	**$900.00**
Digital Line UnlimitedAdvanced		$36.00	
Compliance and Administrative Cost Recovery Fee		$42.00	
e911 Service Fee		$12.00	
Additional Local Number	**1**	**$11.88**	**$11.88**
		Annual Recurring Services*	**$47,791.08**

Total Initial Amount	**$47,791.08**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.See paragraph 11 of the Special Terms and Notes for an estimate of taxes and fees.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Free Services Amount

Customer will receive 11,947.77 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

Special Terms & Notes

1) **Applicable Agreement**. This Order Form is governed by the RingCentral Master Services Agreement pursuant to the **California Cooperative Agreement, Contract No. 7-17-70-40-03**, Contractor Name: Quest Media & Supplies, Inc. (the "**PA**"). The PA incorporates into it the terms and conditions of the NASPO-ValuePoint / Quest Cooperative **Agreement Number AR2505** for Cloud Solutions, found at: https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/, including the terms and conditions of the RingCentral MSA found in Agreement No. AR2505 at its Attachment E - Additional Service Provider Terms and Conditions - https://drive.google.com/drive/folders/180_ZiP_Y_P-SyIK3aeAi_jv82iErqePR (the **MSA**).

2) RingCentral, Inc. is named among the FULFILLMENT PARTNERS/ AUTHORIZED RESELLERS set out in Section 9 of the Contract No. 7-17-70-40-03, with Ordering Agency ordering through the California State-Approved Authorized Reseller:

Quest Media & Supplies, Inc.
c/o RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002

3) **A separately executed MSA is NOT required between the NASPO-VP Member and RingCentral**. The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:

- ☑ Exhibit A – Definitions
- ☑ Service Attachment A – RingCentral MVP (fka Office)

4) **California Cooperative Agreement Contract Number 7-17-70-40-03** must appear on:

a. RingCentral quotations to the NASPO-VP Member;
b. The NASPO-VP Member's Purchase Order; and
c. The Quest (on behalf of RingCentral) invoice to the NASPO-VP Member.

5) NASPO-VP Member's payment terms are net forty-five (45) days.

6) **Quest Media & Supplies, Inc.** shall act as a billing agent of RingCentral in invoicing and collecting monthly recurring revenue, one-time charges, taxes and additional amounts due from the NASPO-VP Member.

7) **Renewal**: Subscription renewals must occur prior to expiration of Contract AR2505 and California Cooperative Agreement (Contract) No. 7-17-70-40-03, currently set to expire on 09-15-2026.

9) In accordance with the Cloud Computing Special Provisions for Software as a Service (SaaS), the Parties agree that RingCentral has no obligation to report a Security Incident that is not related to State Data.

10) For clarity, the Parties agree that, with respect to the Services in this Order Form, “data” in Section 3 (“Data Location”) of Exhibit 1 to the Utah NASPO ValuePoint Master Agreement Number AR2505 refers to “State Data” (as defined in the Cloud Computing Special Provisions for Software as a Service (SaaS)) and that “State Data” refers to “Customer Content” (as defined in the RingCentral MSA).

11) **Estimated Taxes and Fees**. P.U.C. Fee (VoIP) NF $119.54; FUSF (VoIP) $3,487.41; E911 (VoIP) $1,260.00; CA Public Purpose Program Surcharge (VoIP) $4,662.00; E-988 (VoIP) $336.00; Total Annual Tax Amount $9,864.95.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer	RingCentral
City of Carson	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Stacy Schwartz
Title: _____	Title: VP US Public Sector and Education
Date: _____	Date: _____

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐ **(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐ **(d)** Emergency Purchasing *(Section 2611(d))*
☐ **(e)** Sole Source Purchasing *(Section 2611(e))*
☐ **(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐ **(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
NASPO Value Point Master Agreement #AR2505, State of CA Participating Addendum No. 7-17-70-40-03

Req # (if available):**N/A**
Vendor Name: **RingCentral**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$47,791.08**

Written justification or summary of purchase.
To provide the City with a cloud-based phone system, which will provide business calling and messaging streamlining communication for staff Citywide.

Purchasing:

Josilla Togiola, Purchasing Manager
9/5/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter, IT & Security Director
Date: 9/9/2024

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

0224JT

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda File ID #2024-0772.pdf

File #: 2024-0772, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDERATION OF APPROVAL OF CONTRACT FOR MIMECAST SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH GENERAL DATATECH, LP DBA GDT, LP (CITY COUNCIL)

I. SUMMARY

The City requires Mimecast software licenses, maintenance, and support for reduction of email cybersecurity threats including security protection from spam, viruses, malware through scans of City emails, attachments, and URLs to prevent ransomware, phishing, and spear-phishing attacks. With the pending expiration of the City's current service term, Staff is requesting City Council to consider approval of a new Contract with General Datatech, LP DBA GDT, LP to provide Mimecast software licenses, maintenance, and support under the State of California Cooperative Purchasing Program.

Staff is requesting City Council to consider approval of a Contract with General Datatech, LP DBA GDT, LP to provide Mimecast software licenses, maintenance, and support under the NASPO Cooperative Purchasing Program, for a total amount of $249,348.27 over a 3-year term, with an initial year amount of $85,168.47 and $82,089.90 for the second and third years.

II. RECOMMENDATION

1. APPROVE a contract with General Datatech, LP DBA GDT, LP for Mimecast software licenses, including software maintenance, and software support for a total contract amount not to exceed $249,348.27, for a term of 3 years; and

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

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the

requirements of the City's Purchasing Ordinance.

IV. BACKGROUND

The City requires Mimecast Software Licenses for email security protection from spam, viruses, and malware. As a component of the City's cybersecurity posture, City staff seek to ensure continuance of the City's Mimecast software license upon expiration of the existing service term. Staff received competitive pricing from General Datatech, LP DBA GDT, LP under the NASPO Cooperative Purchasing Program.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

The State of California is part of a NASPO cooperative purchasing program through which it entered into a contract with Carasoft Technology Corporation, and Carasoft Technology Corporation authorized resellers including General Datatech, LP DBA GDT, LP, referred to as the State of California Participating Addendum Number 7-17-70-40-05 and Utah NASPO ValuePoint Master Agreement Number AR2472, after engaging in a competitive bidding process, whereby it now receives Mimecast licenses at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the State of California complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of the Mimecast licenses.

City staff seeks approval from City Council of a contract with General Datatech, LP DBA GDT, LP for total amount not to exceed $249,348.27 for a term of three (3) years.

V. FISCAL IMPACT

The cost associated with the 3-year contract with General Datatech, LP DBA GDT, LP is not to exceed the amount of $249,348.27. The first-year costs for software licenses, including maintenance and support, is for a total of $85,168.47.

The total cost of $85,168.47 for the initial year of software licensing, including

maintenance, and support is included in the current Information Technology & Security Department FY2024-25 budget. Software licensing, maintenance and support will be included in the proposed FY2025-26 and subsequent fiscal year budgets.

Fiscal Year	Amount	Account Number
FY2024-25	$85,168.47	101-54-520-101-6020
FY2025-26	$82,089.90	101-54-520-101-6020
FY2026-27	$82,089.90	101-54-520-101-6020
Total	**$249,348.27**	101-54-520-101-6020

VI. EXHIBITS

1. Contract with General Datatech, LP DBA GDT, LP. (pgs. 4 - 35)
2. Purchasing Waiver. (pgs. 36 - 37)

Prepared by: Gary Carter, Director, Information Technology&Security Department

EXHIBIT NO. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GENERAL DATATECH, LP DBA GDT, LP

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GENERAL DATATECH, LP DBA GDT, LP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and GENERAL DATATECH, LP DBA GDT, LP a Texas limited partnership authorized to conduct business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Section 2611(g) of the City's Municipal Code allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, provided that the Purchasing Manager makes a determination that the proposed procurement complies with the requirements of Section 2611(g) after engaging in certain due diligence requirements.

B. The National Association of State Procurement Officials ("NASPO") is part of a cooperative purchasing program through which it entered into a contract with Consultant after engaging in a competitive bidding process, whereby it now receives cloud-based Mimecast email security software subscriptions at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by NASPO complies with the requirements outlined in Section 2611(g).

C. 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.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve

work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein

by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two-Hundred Forty-Nine Thousand, Three-Hundred Forty-Eight Dollars and Twenty-Seven Cents **($249,348.27)** (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:

Carl McKinney	Account Executive
(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 Gary Carter, Director of Information Technology and Security. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute

with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

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

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

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

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

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which

the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

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

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This

indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of

work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer

thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

GENERAL DATATECH, LP DBA GDT, LP., a Texas limited partnership

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 3140 Commonwealth Drive, #440
Dallas, TX 75247

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will procure for the City the following Software Licenses, Maintenance and Support Services:

A. Qty (900) Perimeter Defense Plan CLDS Perimeter Protection to Safeguard A Mimecast Part#M_PERM-DEF_250_A

B. Qty (900) Mimecast C1 CLDS Mimecast Part# M_C1_250_A

C. Qty (900) Mimecast A1 CLDS Mimecast Part# M_A1_250_A

D. Qty (900) Add On – Sync and Recover for Exchange and Office 365 Mimecast Part# M_ADD-SREO365_250_A

E. Qty (50) Add On – Large File Send (Per User) - Annual Mimecast Part# M_SADD-LFS_1_A

F. Qty (50) Add On – Secure Messaging – Annual Mimecast Part# M_SADD-SM_50_A

G. Qty (1) Advanced Support – Annual Subscription Mimecast Part# M_SUP-ADV-SP_1_A

H. Qty (1) Processing Mimecast Part# PROCESSING FEE

EXHIBIT "B"
SPECIAL REQUIREMENTS
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

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

"2.4 Invoices.

Each ***year*** ~~month~~ Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding ***year*** ~~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 but not exceeding ***three***~~one~~ (***3***~~1~~) year***s*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

III. 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 (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."

IV. The first paragraph of Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, 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:"

V. A new Section 5.5 (Intellectual Property Representation and Warranty) is hereby added to the Agreement to read in its entirety as follows:

"5.5 Intellectual Property Representation and Warranty.

Consultant represents and warrants that it possesses full authority to procure the subscriptions and licenses described in the Scope of Services and permit City to use all intellectual property associated therewith during the Term and any extension thereof."

VI. A new Section 7.10 (Survival of Payment Obligations) is hereby added to the Agreement to read in its entirety as follows:

"7.10 Survival of Payment Obligations.

Notwithstanding any termination of this Agreement, the terms and conditions of the Agreement will continue to apply to all open Purchase Orders and/or Statements of Work until their completion. Unless otherwise set forth in the applicable PO or SOW, orders for Products (including software and corresponding maintenance and support) are noncancellable and a termination event does not relieve the City from any outstanding payment obligations."

VII. A new Section 7.11 (Limitation on Warranties) is hereby added to the Agreement to read in its entirety as follows:

"7.11 Limitation on Warranties.

Notwithstanding anything to the contrary set forth in this Agreement between Consultant and the City:

(a) Consultant is solely acting in the capacity of a value added reseller and is reselling/acquiring third party products and/or licenses for the City. Consultant does not have authority to bind the OEM/licensor, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the OEM/licensor. All use of the products/licenses shall be governed by ordinary terms and conditions for such products/licenses (a "**EULA**") unless the City has a direct agreement in place with the OEM/licensor that extends to products/licenses the City acquires from a reseller, and any and all rights to use the products/licenses shall be granted solely by the OEM/licensor. Consultant is not permitted to add or vary any terms or conditions in the provision of the products/licenses to end user customers or make any warranties on behalf of the OEM/licensor. Title for any products will pass directly from OEM to the City. All product returns are subject to OEM

terms and conditions. All intellectual property warranties, indemnification or support shall be directly between the City and the OEM/licensor.

(b) Product return policies and shipment terms and conditions are governed by the terms and conditions in the EULA or in the agreement between the City and OEM/licensor. Consultant is not authorized to modify OEM/licensor return policies or shipping terms. Orders for any third party products and/or licenses placed prior to notifying Consultant of a termination, whether for cause or for convenience, are non-cancellable. Any fees for OEM maintenance or support services are non-refundable.

(c) Consultant will provide a copy of the equipment warranty and/or end user software license agreement issued or provided by the OEM/licensor of said product upon request by the City. **Consultant makes no independent warranty with respect to any such Products and provides no independent license with respect to any software.** Notwithstanding the preceding sentence, to the extent permitted by the applicable OEM/licensor any OEM/licensor warranty provided on the Products or Software or to Consultant by the vendor of such product and/or software shall be assigned to the City upon the sale of such products/licenses to the City.

(d) NEITHER CONSULTANT NOR ITS SUPPLIERS EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO THE CITY OR TO THIRD PARTIES, FOR ANY PRODUCTS PROVIDED TO THE CITY UNDER THIS AGREEMENT OR ANY ASSOCIATED OR INCORPORATED AGREEMENT, INCLUDING ANY ORDER. THE CITY AGREES TO LOOK SOLELY TO THE MANUFACTURER FOR ITS WARRANTY AND ANY EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCTS COVERED BY THIS AGREEMENT. NEITHER CONSULTANT NOR ITS SUPPLIERS SHALL BE LIABLE TO THE CITY OR TO ANY THIRD PARTY FOR ANY INTERRUPTION IN SERVICE OF ANY HARDWARE, SOFTWARE OR SYSTEM, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CITY'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF SUCH PRODUCTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER THE CITY OR ITS SUPPLIERS AND AGENTS HAVE BEEN ADVISED OF SUCH POSSIBILITY."

VIII. A new Section 7.12 (Limitation of Liability) is hereby added to the Agreement to read in its entirety as follows:

"7.13 Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF CONSULTANT FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, ATTORNEYS' FEES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY RELATED AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT

LIABILITY, NEGLIGENCE, UNDER ANY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR CORRECTION OF HARDWARE OR SOFTWARE OR, IF CONSULTANT REASONABLY DETERMINES IN ITS SOLE DISCRETION THAT SUCH REMEDY IS NOT ECONOMICALLY OR TECHNICALLY FEASIBLE, TO THE AMOUNT THAT IS FIVE (5) TIMES THE CONTRACT SUM."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall procure the following products and/or services for the City at the following rates:

SERVICES	RATE	SUB-BUDGET
One-Time Software Licenses, Maintenance, and Support for 3-Year Term	**$249,348.27**	**$249,348.27**

A breakdown of the foregoing costs is provided below:

Item No.	SKU	Description of Items	Unit of Measure	QTY	Unit Price in Figures	Total
1	M_PERM-DEF_250_A	Perimeter Defense Plan CLDS Perimeter Protection to Safeguard A: Year 1	EA	900	$ 24.91	$ 22,419.00
2	M_C1_250_A	Mimecast C1 CLDS: Year 1	EA	900	$ 19.78	$ 17,802.00
3	M_A1_250_A	Mimecast A1 CLDS: Year 1	EA	900	$ 31.40	$ 28,260.00
4	M_ADD-SREO365_250_A	Add On – Sync and Recover for Exchange and Office 365: Year 1	EA	900	$ 10.35	$ 9,315.00
5	M_SADD-LFS_1_A	Add On – Large File Send (Per User) – Annual: Year 1	EA	50	$ 7.67	$ 383.50
6	M_SADD-SM_50_A	Add On – Secure Messaging – Annual: Year 1	EA	50	$ 7.67	$ 383.50
7	M_SUP-ADV-SP_1_A	Advanced Support – Annual Subscription: Year 1	EA	1	$ 3,526.90	$ 3,526.90
8	PROCESSING FEE	NASPO Processing Fee: Year 1	EA	1	$ 3,078.57	$ 3,078.57
9	M_PERM-DEF_250_A	Perimeter Defense Plan CLDS Perimeter	EA	900	$ 24.91	$ 22,419.00

		Protection to Safeguard A: Year 2				
10	M_C1_250_A	Mimecast C1 CLDS: Year 2	EA	900	$ 19.78	$ 17,802.00
11	M_A1_250_A	Mimecast A1 CLDS: Year 2	EA	900	$ 31.40	$ 28,260.00
12	M_ADD-SREO365_250_A	Add On – Sync and Recover for Exchange and Office 365: Year 2	EA	900	$ 10.35	$ 9,315.00
13	M_SADD-LFS_1_A	Add On – Large File Send (Per User) – Annual: Year 2	EA	50	$ 7.67	$ 383.50
14	M_SADD-SM_50_A	Add On – Secure Messaging – Annual: Year 2	EA	50	$ 7.67	$ 383.50
15	M_SUP-ADV-SP_1_A	Advanced Support – Annual Subscription: Year 2	EA	1	$ 3,526.90	$ 3,526.90
16	M_PERM-DEF_250_A	Perimeter Defense Plan CLDS Perimeter Protection to Safeguard A: Year 3	EA	900	$ 24.91	$ 22,419.00
17	M_C1_250_A	Mimecast C1 CLDS: Year 3	EA	900	$ 19.78	$ 17,802.00
18	M_A1_250_A	Mimecast A1 CLDS: Year 3	EA	900	$ 31.40	$ 28,260.00
19	M_ADD-SREO365_250_A	Add On – Sync and Recover for Exchange and Office 365: Year 3	EA	900	$ 10.35	$ 9,315.00
20	M_SADD-LFS_1_A	Add On – Large File Send (Per User) – Annual: Year 3	EA	50	$ 7.67	$ 383.50
21	M_SADD-SM_50_A	Add On – Secure Messaging – Annual: Year 3	EA	50	$ 7.67	$ 383.50
22	M_SUP-ADV-SP_1_A	Advanced Support – Annual Subscription: Year 3	EA	1	$ 3,526.90	$ 3,526.90
23		Sales Tax@ 10.25%	LS	1	$ 0.00	$ 0.00

Year 1: $85,168.47

Year 2: $82,089.90

Year 3: $82,089.90

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 describing the services or work performed; for one-time services include the number of employees on the project, 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 $249,348.27 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall procure the following for the City:

Service	Start Date	Days to Perform
Software Licenses, Maintenance, and Support for 3-Year Term	**No Later than (7) Days after Contract Execution**	**3 Years**

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

Docusign Envelope ID: E921295F-933C-4BE1-8F57-EC6F714E5938

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐ **(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐ **(d)** Emergency Purchasing *(Section 2611(d))*
☐ **(e)** Sole Source Purchasing *(Section 2611(e))*
☐ **(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐ **(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
NASPO / Carahsoft Master Agreement #AR2472 | State of California Participating Addendum No. 7-17-70-40-05

Req # (if available):**N/A**
Vendor Name: **General Datatech, LP DBA GDT , LP**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$249,348.27**

Written justification or summary of purchase.
GDT, an Authorized Reseller for Carahsoft Technology Corporation, will provide the City's Mimecast Software Licenses for email security protection from spam, viruses, and malware, a critical component of the City's cybersecurity.

Purchasing:

Josilla Togiola, Purchasing Manager
9/9/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter
Date: 9/9/2024

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

Docusign Envelope ID: E921295F-933C-4BE1-8F57-EC6F714E5938

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
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Josilla Togiola, Purchasing Manager
9/9/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter
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***Attach a copy of the fully executed waiver to the corresponding requisition.*

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

2024-0757 LBT file packet.pdf

File #: 2024-0757, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR FIXED-ROUTE BUS SERVICES BY THREE ADDITIONAL MONTHS (CITY COUNCIL)

I. SUMMARY

On September 27, 2021, Long Beach Transit entered into a three-year agreement with the City to operate three new bus routes. As ongoing negotiations to extend the agreement are unlikely to conclude in time, staff is seeking approval of Amendment No. 1 to extend the term by three additional months. Should the City Council approve the recommendation, a subsequent amendment to effectuate a longer extension and new contract rates will be finalized and presented for approval within this three-month window.

II. RECOMMENDATION

1. WAIVE bidding requirements in accordance with Carson Municipal Code Section 2611 (i)(7); and

2. APPROVE proposed Amendment No. 1 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company, extending the term by three additional months (Exhibit No. 1; “Amendment No. 1”); and

3. 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

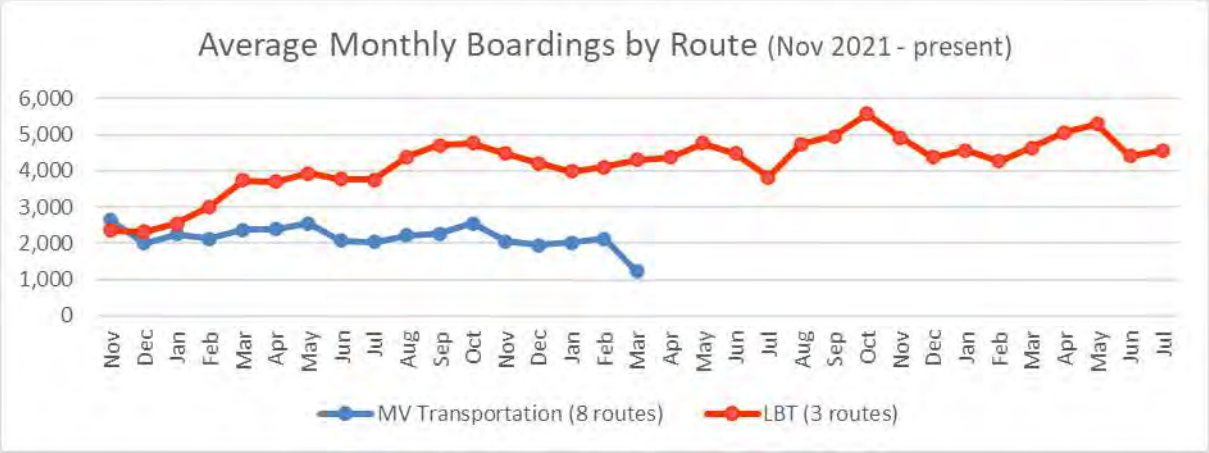
The City provides fixed-route bus services to its residents and commuters from neighboring

cities. On September 27, 2021, Long Beach Transit ("LBT") entered into a three-year agreement with the City to operate three new bus routes (Exhibit No. 2). Routes 2, 4, and 8 operate every 40 minutes between 5:03 am and 7:20 pm during weekdays, and from 10:18 am and 5:38 pm on Saturdays.

Route 2 serves areas between CSUDH, SouthBay Pavilion, City Hall, and Carson High School. Its rising ridership can be attributed to a growing number of students using public transit.

Route 4 serves the entirety of Carson St. and connects riders with the Metro A (Blue) line light rail station on Santa Fe Ave. and Del Amo Blvd. Ridership on this route is consistently higher than Routes 2 and 8 combined.

Route 8 serves the entirety of 223rd St. and connects riders with Metro's A (Blue) line light rail station on Pacific Pl. and Wardlow Rd. As the area's very first transit connection between west Carson and Long Beach, ridership on this route has also steadily increased over time.



As shown in the graph above, LBT is twice as effective across its routes in contrast the City's former contractor, MV Transportation. This can be attributed to the removal of certain neighborhood-serving routes, as well as the introduction of bidirectional service on the City's major arterials.

To continue to provide LBT service to residents and commuters, staff engaged LBT in April 2024 to discuss the extension of the initial three-year term. As contract rates were also up for negotiation, discussions are still ongoing and are unlikely to conclude by September 27, 2024.

To this end, staff is seeking approval of Amendment No. 1 to extend the term by approximately three additional months, through December 31, 2024, at the existing rates of compensation (the current rate is $1,770,000 per contract year; the rate for the extension period per the proposed Amendment No. 1 would be $442,500) while preserving the contract's indemnification and insurance protections and the two subsequent one-year options to extend the term of the contract upon mutual agreement of the parties, except that the first of the two option periods, if exercised, would now commence on January 1,

2025, rather than September 27, 2024.

Should the City Council approve the recommendation, a subsequent amendment to effectuate a longer extension (e.g., one year, per the first option available under the contract) and the rates for such extension period will be presented for Council approval within this three-month window.

The proposed contract extension is exempt from the competitive bidding requirements of the City's purchasing ordinance per Carson Municipal Code Section 2611(i)(7).

V. FISCAL IMPACT

There is no fiscal impact at this time. Should the City Council approve the recommendation, funds to increase to contract sum for the three-month extension period in the amount of $442,500 are budgeted in the FY 2024-25 Proposition A and C account nos. 218-90-940-180-6010 and 219-90-940-180-6010 respectively.

VI. EXHIBITS

1. Amendment No. 1 (pgs. 4-8).

2. Existing Contract (pgs 9-33).

Prepared by: Michael Whittiker Jr., Director of Community Services, Recreation, and Park Maintenance; Jason Jo, Transportation Program Manager

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit public benefit corporation ("Long Beach Transit"), is effective as of the 27th day of September, 2024. City and Long Beach Transit are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Long Beach Transit entered into that certain Agreement for Contract Services dated September 27, 2021 ("Agreement"), whereby Long Beach Transit agreed to provide City with fixed-route public transit bus services as identified in Exhibit "A" ("Scope of Services") of the Agreement (the "Services"). The Agreement, in Section 2.1, provides for a not-to-exceed Contract Sum of $5,310,000 for the initial three (3) year term, with annual compensation not to exceed $1,770,000 for each year of the initial three (3) year term. The Agreement, in Section 3.4, also provides for two subsequent one-year options that may be exercised by a duly approved and executed amendment to the Agreement entered into between the Parties.

B. Pursuant to Carson Municipal Code ("CMC") Section 2611(i)(7), the City's purchase of services from other governmental agencies that are not covered under a specific interagency agreement does not require compliance with the bidding provisions of the City's purchasing ordinance (Chapter 6 of Article II of the CMC) so long as funds have been properly appropriated and such purchases conform with all other requirements of the City's purchasing ordinance. The forgoing exemption is applicable to the City's procurement of the services provided for in the Agreement and this Amendment No. 1.

C. City and Long Beach Transit now desire to amend the Agreement, by this Amendment No. 1, to extend the term until December 31, 2024, to facilitate continued performance of the Services by Long Beach Transit in exchange for compensation in the amount of $442,500 for this short-term extension period, and to increase the Contract Sum by $442,500 to authorize funding for this short-term extension period, thereby increasing the total not-to-exceed Contract Sum to $5,752,500, with the two subsequent one-year options to extend the term remaining intact, except that the first option period, if exercised, would commence on January 1, 2025, and the second option period, if exercised, would commence on January 1, 2026.

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) of the Agreement is 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 Long Beach Transit the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Million Seven Hundred Fifty-Two Thousand Five Hundred Dollars ($5,752,500)*** ~~Five Million Three Hundred Ten Thousand Dollars ($5,310,000)~~ for the initial three-year term of this Agreement ***plus the extension period through December 31, 2024*** (the "Contract Sum"). The annual compensation shall not exceed One Million Seven Hundred Seventy Thousand Dollars ($1,770,000.00) for each year of the initial three-year term ***and $442,500 for the extension period through December 31, 2024***."

B. Section 3.4 (Term) of this 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~~ ***through December 31, 2024*** ~~completion of the services but not exceeding an initial term of three (3) years~~, with two subsequent one-year options that may be exercised by a duly approved and executed amendment to this Agreement entered into between the Parties***, with the first option (if exercised) commencing January 1, 2025***.

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to ready in its entirety as set forth in the Exhibit "C" attached hereto.

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 Long Beach Transit 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, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Long Beach Transit 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 Long Beach Transit that, as of the date of this Amendment No. 1, Long Beach Transit 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 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 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 the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) and year set forth below, with express intent that this Amendment No. 1 shall be effective as of the date first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____, 2024

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj; pks]

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

By: _____
Name: Mr. Kenneth A. McDonald
Title: President/CEO

Date: _____, 2024

APPROVED AS TO FORM:

By: _____
Vincent C. Ewing
General Counsel
Address: 1963 E. Anaheim St.
Long Beach, CA 90813

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Long Beach Transit shall perform the Base Services at the flat annual rate of $1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate"). ***Long Beach Transit shall perform the Base Services at the flat rate of $442,500 for the extension period commencing upon the conclusion of initial three-year term of this Agreement and continuing through December 31, 2024.***

II. The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):

A. Add Sunday service (Saturday hours) to Base Services: add $164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

B. Add one additional hour of service on weekdays to Base Services: add $122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

C. Add one additional hour of service on Saturdays to Base Services: add $25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

III. The total compensation for the Services shall not exceed ***$5,752,500*** ~~**$5,310,000**~~ **for the initial three-year term of this Agreement** ***plus the extension period through December 31, 2024,*** **as provided in Section 2.1 of this Agreement.**

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

LONG BEACH PUBLIC TRANSPORTATION COMPANY

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
LONG BEACH PUBLIC TRANSPORTATION COMPANY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 27th day of September, 2021 by and between the CITY OF CARSON, a California municipal corporation ("City") and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit public benefit corporation ("Long Beach Transit"). City and Long Beach Transit may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought the performance of the services defined and described in Article 1 of this Agreement.

B. Long Beach Transit is ready, willing and able to perform the services defined and described in Article 1 of this Agreement.

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 Long Beach Transit for performance of those services defined and described in Article 1 of this Agreement and desire that the terms of that performance be as 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 LONG BEACH TRANSIT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Long Beach Transit 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, Long Beach Transit 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. Long Beach Transit shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein.

1.2 Compliance with Law.

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

1.3 Licenses, Permits, Fees and Assessments.

Long Beach Transit 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. Long Beach Transit 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 Long Beach Transit'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.

1.4 Special Requirements.

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

1.5 No Franchise Rights.

Neither Long Beach Transit nor City intend by this Agreement to grant to Long Beach Transit any franchise, right, or agreement to use the streets of the City of Carson, it being further agreed and understood that whether or not Long Beach Transit has such a franchise or is required to have such a franchise is not the subject of this Agreement, and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Million Three Hundred Ten Thousand Dollars ($5,310,000)** for the initial three-year term of this Agreement (the "Contract Sum"). The annual compensation shall not exceed **One Million Seven Hundred Seventy Thousand Dollars ($1,770,000.00)** for each year of the initial three-year term.

2.2 Invoices

On a quarterly basis, Long Beach Transit will invoice the City for services rendered. Except as provided in Section 7.3, City will use its best efforts to cause Long Beach Transit to be paid for the services within 45 days of the submitted invoice; however, Long Beach Transit acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. Review and payment by City for any services provided by Long Beach Transit shall not constitute a waiver of any default by Long Beach Transit or any rights or remedies provided herein or any applicable law.

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.

Long Beach Transit 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.

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 Long Beach Transit, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if City or Long Beach Transit shall within thirty (30) days of the commencement of such delay notify the other Party's contract representative in writing of the causes of the delay. The Parties 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 Parties such delay is justified. In no event shall Long Beach Transit be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Long Beach Transit's sole remedy being extension of the Agreement pursuant to this Section. During the delay, Long Beach Transit shall not render services to the City. Long Beach Transit shall not invoice City for, and shall not be entitled to, any compensation or fixed costs from City for the duration of the delay period.

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 an initial term of three (3) years, with two subsequent one-year options that may be exercised by a duly approved and executed amendment to this Agreement entered into between the Parties.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Long Beach Transit.

Kenneth A. McDonald, President and CEO and or his designees ("Principals") are hereby designated as being the principals and representatives of Long Beach Transit authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith. 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 Long Beach Transit and devoting sufficient time to personally supervise the services hereunder. All personnel of Long Beach Transit, 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 Long Beach Transit without prior notice to City. Long Beach Transit shall notify City of any changes in Long Beach Transit'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 Long Beach Transit.

Long Beach Transit 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. Long Beach Transit shall not at any time or in any manner represent that Long Beach Transit or any of Long Beach Transit's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Long Beach Transit, nor any of its officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Long Beach Transit expressly waives any claim Long Beach Transit may have to any such rights.

4.3 Contract Officer.

The City of Carson's Contract Officer shall be the Director of Community Services, or such other person as may be designated by the City Manager. It shall be Long Beach Transit's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services. Long Beach Transit 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 Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Long Beach Transit, 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 Long Beach Transit's employees, representatives or agents, or in fixing their number, compensation or hours of service. Long Beach Transit shall perform all services

required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Long Beach Transit in its business or otherwise or a joint venturer or a member of any joint enterprise with Long Beach Transit.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Long Beach Transit, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Long Beach Transit 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. No approved transfer shall release Long Beach Transit or any surety of Long Beach Transit of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Long Beach Transit 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 commercial general liability insurance written on a per occurrence basis for products and completed operations, bodily injury, personal and advertising injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then either the general aggregate limit shall apply separately to the services Long Beach Transit shall render under this agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required 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 Long Beach Transit against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Long Beach Transit in the course of carrying out the services contemplated in this Agreement, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(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 basis for bodily injury and property damage in an amount not less than $2,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Subcontractors. Long Beach Transit 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.

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

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 Long Beach Transit'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. If Long Beach Transit maintains broader coverage and/or higher limits than the minimums shown in Section 5.1 above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Long Beach Transit. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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, Long Beach Transit 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 Long Beach Transit 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] _____

Long Beach Transit 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 Long Beach Transit performs; products and completed operations of Long Beach Transit; premises owned, occupied or used by Long Beach Transit; or any automobiles owned, leased, hired or borrowed by Long Beach Transit. 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. Long Beach Transit'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. Long Beach Transit agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Long Beach Transit may be held responsible for the payment of damages to any persons or property resulting from Long Beach Transit's activities or the activities of any person or persons for which Long Beach Transit is otherwise responsible nor shall it limit Long Beach Transit's indemnification liabilities as provided in Section 5.3.

In the event Long Beach Transit subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Long Beach Transit and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Long Beach Transit 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, Long Beach Transit 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 Long Beach Transit, its officers, employees, agents, subcontractors, or any individual or entity for which Long Beach Transit is legally liable ("indemnitors"), or arising from Long Beach Transit's or indemnitors' reckless or willful misconduct, or arising from Long Beach Transit's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Long Beach Transit 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) Long Beach Transit 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 Long Beach Transit hereunder; and Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit hereunder, Long Beach Transit 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.

Should any liability or sanctions be imposed against City pursuant to 8 U.S.C.A §§1101 et seq. arising from Long Beach Transit's employment practices or the status of individuals used by Long Beach Transit to provide services pursuant to this Agreement, Long Beach Transit 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.

Long Beach Transit shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit 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, Long Beach Transit 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 Reports.

Long Beach Transit 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. Long Beach Transit 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, Long Beach Transit agrees that if Long Beach Transit 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, Long Beach Transit shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Long Beach Transit 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 Long Beach Transit is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Long Beach Transit for any work performed after the date of default. Instead, the City may give notice to Long Beach Transit of the default and the reasons for the default. The notice shall include the timeframe in which Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit'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 Resolution of Disputed Invoices/Claims.

Within 90 days of the effective date of this Agreement, the Parties' contract representatives will establish a mutually agreeable dispute resolution process and related terms/provisions that would apply in the event City disputes an invoice submitted by Long Beach Transit on the basis that it does not accurately reflect services rendered pursuant to this Agreement. The foregoing dispute resolution process and related provisions would also apply with respect to any and all amounts for which City may be liable to third parties by reason of Long Beach Transit's acts or omissions in performing or failing to perform Long Beach Transit's obligation under Article 5 of this Agreement, including but not limited to, for (i) amounts of any claims made by a third party,

the amounts or validity of which is disputed by Long Beach Transit, or (ii) any indebtedness that may exist which shall appear to be the basis for a claim of lien.

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 Long Beach Transit 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.

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 ninety (90) days' written notice to Long Beach Transit, except that where termination is due to the fault of Long Beach Transit, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Long Beach Transit reserves the right to terminate this Contract at any time, with or without cause, upon ninety (90) 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 Long Beach Transit may determine. Upon receipt of any notice of termination, Long Beach Transit shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Long Beach Transit shall be entitled to compensation for all services rendered prior to the date of receipt 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 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 Long Beach Transit.

If termination is due to the failure of Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit 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.

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 Long Beach Transit, 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 Long Beach Transit or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

City and Long Beach Transit each covenant that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the other or which would in any way hinder Long Beach Transit's performance of services under this Agreement. Long Beach Transit 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. Long Beach Transit 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. Long Beach Transit 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.

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 Long Beach Transit, to the person(s) at the address designated on the execution page of this Agreement, copy to Long Beach Transit General Counsel. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

Long Beach Transit'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:

John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

By: _____
Kenneth A. McDonald, President and CEO

APPROVED AS TO FORM

By: _____
Vincent C. Ewing
General Counsel
Address: 1963 E. Anaheim St.
Long Beach, CA 90813

EXHIBIT "A"
SCOPE OF SERVICES

I. Long Beach Transit will perform the following Services:

A. Long Beach Transit will perform fixed-route public transit bus services as detailed in this Section.

B. Long Beach Transit will operate the three fixed routes depicted below (identified as routes 2, 4 and 8) within the City, at the times and frequencies indicated below:



	Service Span			Frequency of Service (Headway in Minutes)		
LBT Routes	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
2	5:05AM - 7:30PM	10:15AM - 6:00PM	No Service	40	40	No Service
4	5:15AM - 7:45PM	10:35AM - 5:45PM	No Service	40	40	No Service
8	5:10AM - 7:50PM	10:30AM - 5:50PM	No Service	40	40	No Service

C. Operation of the fixed routes at the times and frequencies set forth in subsection (B), above (the "Base Services"), will require six (6) buses.

D. [Reserved]

E. City may increase service levels beyond the Base Services subject to a City Manager-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties, to take advantage of any or all of the following additional or enhanced service options available from Long Beach Transit:

1. Add Sunday service (Saturday hours of operation) to Base Services;

2. Add one additional hour of service* on weekdays to Base Services;

3. Add one additional hour of service* on Saturdays to Base Services;

The City Council hereby authorizes any or all of the foregoing increases subject to approval and execution of the necessary amendment to this Agreement by the City Manager if and when such increase is deemed appropriate by the City Manager. Additional costs for increased or enhanced services pursuant to this subsection (E) are as specified in Section II of Exhibit "C." Any contract amendment to increase or enhance services pursuant to this subsection shall require a corresponding increase to the contract sum provisions of this Agreement, including Section 2.1 and Section III of Exhibit "C," based on the rates set forth in Section II of Exhibit "C." Similarly, if, after any increase(s) or enhancement(s) of services pursuant to this subsection, Long Beach Transit or City wish to terminate such increased or enhanced services and/or return services back to the Base Services, such action shall require a City Manager-approved written amendment to this Agreement, executed by both Parties (City Manager may execute on behalf of City), prior to taking effect.

***The timing of the additional hour of service shall be determined mutually by parties and agreed upon at the time of entering into the relevant amendment to this Agreement.**

F. Further increases, additions or enhancements to the services, including the following, may be authorized subject to a City Council and Long Beach Transit-approved and duly executed written amendment to this Agreement between the Parties:

1. Increase service frequency of Base Services from 40 minutes to 30 minutes.

2. Expand the service routes of the Base Services to provide access to key destinations such as Carson HS, South Bay Pavilion, Harbor Gateway, LA Harbor College, and UCLA Harbor Medical Center.

3. Provide enhanced connections to regional high-capacity transit, including the J (Silver) Line and the A (Blue) Line.

4. Complement existing regional transit services provided by other regional providers,

5. Extend service span to align with other LBT services.

6. Serve priority transit arterials identified by the City of Carson.

7. Add additional service hours, implement Sunday service, or adjust service frequency for the aforementioned potential expanded services.

G. All buses utilized for services pursuant to this Agreement shall be provided and operated by Long Beach Transit, and shall be ADA-accessible at all times. Additional ADA-accessible buses shall be provided by Long Beach Transit as necessary to accommodate any increased or enhanced services authorized pursuant to subsection (E), above, and to replace and continue services in the event of a breakdown, as detailed in subsection (I), below. For the avoidance of doubt, "ADA," as used in this Agreement, means and refers to the Americans with Disabilities Act of 1990.

H. All of the services required under this Agreement will be performed by Long Beach Transit or approved subcontractors under its supervision, and all personnel engaged in the work shall be duly qualified to perform such services.

I. Long Beach Transit shall provide towing and replacement buses as soon as reasonably practicable in the event of a vehicle breakdown. No request for towing of any vehicle pursuant to this Agreement shall be made by City, nor shall any such request be required for Long Beach Transit to perform the aforementioned obligations.

Long Beach Transit shall be responsible for providing adequate training to its staff to ensure proper operation and maintenance of system vehicles. All drivers providing the services under this Agreement shall possess a Commercial Driver's license (CDL), Medical Examiner's Certificate and any other required certificates.

J. Long Beach Transit shall maintain and implement a policy of drug and alcohol testing for its employees as required for compliance with all laws, regulations, and grant program requirements as stated in Section 1.2.

K. Long Beach Transit will collect and retain all fares and will count and record the ridership or number of passengers using the services.

L. Vehicle Operation and Maintenance:

1. At all times, Long Beach Transit shall maintain all components of each vehicle as stated in section 1.2.

II. In the event City or Long Beach Transit, for any reason, determine that there is a need to reduce the hours of operation of any or all the fixed routes below the base

hours of operation specified in this Agreement for the Base Services without completely suspending services, then such reduction in service hours may be effectuated via a City Manager-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties (City Manager may execute on behalf of City), prior to the reduction taking effect.

III. **All of the services required under this Agreement will be performed by LBT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. LBT reserves the right to determine the assignment of its employees to the performance of LBT's services under this Agreement. In the event City's Contract Officer determines there is a need to exclude any employee of LBT from performing services for City under this Agreement, the Parties agree to work together in good faith to find a mutually agreeable solution, provided no action shall be taken that would violate any federal, state or local law or regulation, including any applicable labor agreement between LBT and bus operators.**

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Long Beach Transit shall perform the Base Services at the flat annual rate of $1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate").**

II. **The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):**

A. Add Sunday service (Saturday hours) to Base Services: add $164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

B. Add one additional hour of service on weekdays to Base Services: add $122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

C. Add one additional hour of service on Saturdays to Base Services: add $25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

III. **The total compensation for the Services shall not exceed $5,310,000 for the initial three-year term of this Agreement, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Long Beach Transit shall perform all Services timely in accordance with the following schedule:

A. Base Services: service to the public is provided in accordance with the schedule set forth in Section I.B of Exhibit "A."

B. Long Beach Transit shall provide as requested service performance reports to the City such as:

- Ridership;
- On-Time Performance;
- Adherence to the Plan Schedule;
- Complaints or Compliments of Service;
- Security Statistics;
- Revenue Data.

LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process

27 SW

Resolution of Disputed Invoices/Claims.

This agreement is entered into under Section 7.3 ("Resolution of Disputed Invoices/Claims") of the Contract Services Agreement entered into by and between the City of Carson and Long Beach Public Transportation Company, effective September 7, 2021 ("Contract"), and is deemed incorporated into the Contract by reference as though fully set forth in the Contract at Section 7.3. LONG BEACH PUBLIC TRANSPORTATION COMPANY is hereinafter referred to as "LBT" and the CITY OF CARSON is hereinafter referred to as "Carson". Collectively, LBT and Carson are referred to hereinafter as the "Parties". Individually, LBT and Carson hereinafter are referred to as the "Party", or as a "Party".

Notwithstanding Section 7.2 of the Contract, any dispute, claim, or controversy that may arise between the Parties that is within the scope of Section 7.3 of the Contract ("Dispute")shall be resolved as herein provided. Prior to the initiation of any legal action pursuant to Section 7.6 of the Contract, the Parties shall first attempt to resolve their Dispute informally, in a timely and cost-effective manner, as follows:

1. If a Party has a Dispute with the other Party, the disputing Party shall give written notice thereof within five (5) business days following identification of the cause of the Dispute to LBT's President and CEO and Carson's City Manager, which notice shall describe the Dispute and recommend corrective action to be taken by the other Party. Notwithstanding the foregoing, the failure of a Party to give notice of a Dispute within the foregoing timeframe shall not, in and of itself, constitute a waiver of any claim or legal right or remedy related to the Dispute, nor a waiver of any default or any provision of the Contract. Nothing in this agreement is intended to alter any applicable statute of limitations. "Business days" as used in this agreement shall exclude Fridays and holidays observed by Carson or LBT.

    a. While the Dispute is pending, and provided the Contract remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3, Carson will continue paying LBT's invoices for services rendered pursuant to the Contract and LBT will continue providing services pursuant to the Contract. With respect to the first type of dispute identified in Section 7.3 of the Contract, i.e., where Carson disputes an invoice submitted by LBT on the basis that it does not accurately reflect services rendered pursuant to the Contract, Carson doesn't have the right to retain funds that are subject to the Dispute and that come due pursuant to LBT's invoices while the Dispute is pending (the "Disputed Payments"), provided LBT's President/CEO, upon being notified of the Dispute, in good faith affirms to Carson's City Manager that LBT reasonably believes the Disputed Payments accurately reflect services rendered pursuant to the Contract. LBT doesn't have the right to stop services pursuant to the Contract while the Dispute is pending, provided the Contract remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3.

LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process

2. LBT's President and CEO and Carson's City Manager shall, within eight (8) business days of receiving written notice of the Dispute ("Resolution Deadline"), meet and confer in a good faith attempt to resolve it. Other persons may be included in the meet and confer process as deemed necessary by LBT's President and CEO and Carson's City Manager.

3. If the Parties are unable to resolve the Dispute at least in principle prior to the Resolution Deadline, either Party may pursue a legal action pursuant to Section 7.6 of the Agreement. If the Parties agree in principle but do not have sufficient time to effectuate final approval of such agreement prior to the Resolution Deadline, then provided each Party acts diligently and in good faith to finalize the agreement, a reasonable time period not exceeding thirty (30) days beyond the Resolution Deadline shall be allowed to finalize such agreement prior to either Party pursuing a legal action thereon.

4. The prevailing party in a legal action regarding the Dispute shall be entitled to recover reasonable attorneys' fees and costs in accordance with Section 7.9 of the Agreement.

IN WITNESS WHEREOF, on the date and year first-below written, the Parties hereto have executed and agreed to this LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process.

CITY:
CITY OF CARSON, a municipal corporation

_____
Sharon Landers, City Manager

Date: Nov 16, 2021

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

_____
Kenneth A. McDonald, President and CEO

Date: 10/26, 2021

APPROVED AS TO FORM:



Vincent C. Ewing, General Counsel

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

2024-0522.pdf

File #: 2024-0522, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVING AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH T&G GLOBAL, LLC, DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR, TO AUTHORIZE HOLIDAY DECORATION ENHANCEMENTS FOR THE 2024 WINTER HOLIDAY SEASON (CITY COUNCIL)

I. SUMMARY

On October 3, 2023, the City Council approved a three-year Contract with T&G Global LLC, dba St. Nick's Christmas Lighting and Décor, to provide holiday decoration services at City Hall, the Carson Event Center, and select City streets for an annual cost of $157,894.00, or a not-to-exceed total contract sum of $473,682.00 (Exhibit No. 1). On November 21, 2023, the City Council approved Amendment No. 1 which authorized additional decoration enhancements for the 2023 holiday season at a cost of $48,525.00 (Exhibit No. 2). For the 2024 holiday season, the proposed Amendment No. 2 would authorize holiday decoration enhancements at an additional cost of $49,056.00, resulting in an amended total not-to-exceed Contract Sum of $571,263.00 (Exhibit No. 5).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement between the City of Carson and T&G Global, LLC, dba St. Nick's Christmas Lighting & Décor, that would authorize holiday decoration enhancements for the 2024 winter holiday season at a cost of $49,056.00 (Exhibit No. 5; "Amendment No. 2"); and

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

III. ALTERNATIVES

TAKE another action City Council deems appropriate.

IV. BACKGROUND

On June 29, 2023, the City of Carson issued Request for Proposals (RFP) No. 23-022 for holiday decorating services at City Hall, the Carson Event Center, and select City streets. These services included complete installation and removal of all holiday décor. Once the formal bidding process and extensive review of all proposals was completed, T&G Global, LLC, dba St. Nick's Christmas Lighting and Décor ("St. Nick's"), was selected as the most qualified vendor based on relevant experience, reputation, staff credentials, project understanding, service capability, capacity to deliver, past performance, and prior work with the City. The term of the contract was for three (3) years, with two (2) optional one-year extensions, for a not-to-exceed annual cost of $157,894.00, or a total not-to-exceed contract sum of $473,682.00. The contract was approved at the October 3, 2023, City Council meeting (Exhibit No. 1).

On November 21, 2023, City Council approved Amendment No. 1 (Exhibit No. 2), which authorized decoration enhancements within the scope of the RFP for the 2023 winter holiday season. Approval of Amendment No. 1 was at an additional cost of $48,525.00, resulting in an amended total not-to-exceed Contract Sum of $522,207.00.

For the 2024 holiday season, decoration enhancements are being proposed as detailed in St. Nick's' 2024 winter holiday season enhancements addendum (Exhibit No. 3). These additions are also within the scope of the RFP under the separate holiday decoration enhancements addendum, as detailed in Recital D of the draft Amendment No. 2. The proposed enhancements for the 2024 holiday season include the following:

- **Carson Event Center:** Lighted "Happy Holidays" sign, lighted bow, tree enhancements, ornament bench, and seated Santa in sleigh
- **Civic Center Bridge:** Six (6) archways and lighted "Happy Holidays" sign
- **City Hall:** Stair garland, tree bows, planter lights, and tree enhancements
- **Carson Street and Avalon Boulevard:** Lighted tree wraps

The proposed cost of the enhancements for the 2024 winter holiday season is itemized in Exhibit No. 4 and the draft Amendment No. 2.

Amendment No. 2 is being presented for approval of the proposed 2024 winter holiday season decoration enhancements for an additional cost of $49,056.00, which would result in a revised total not-to-exceed Contract Sum of $571,263.00.

V. FISCAL IMPACT

Funds for this service were included in the adopted FY 2024 - 2025 budget in Account No. 101-90-930-101-6004.

VI. EXHIBITS

1. St. Nick's Contract No. 23 - 270 (pgs. 4 - 45)
2. Amendment No. 1 to Contract No. 23 - 270 (pgs. 46 - 55)
3. St Nick's' 2024 winter holiday season enhancements addendum (pgs. 56 - 80)
4. St Nick's' cost breakdown for 2024 winter holiday season enhancements addendum (pgs. 81 - 82)
5. Draft Amendment No. 2 to Contract No. 23-270 (pgs. 83 - 90)

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

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR, a California limited liability company ("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 proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). In the event of any inconsistency between the terms of the 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 Seventy-Three Thousand Six Hundred Eighty-Two Dollars and No Cents ($473,682.00)** (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:

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

For _____
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:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Managing Member
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, 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:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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 OCTOBER 05, 2023 before me, MARILYN T. BARSANA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANIEL CHRISTENSON,
who 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.

MARILYN T. BARSANA
Notary Public • California
Los Angeles County
Commission # 2346009
My Comm. Expires Feb 9, 2025

Signature Marilyn T. Barsana (Seal)

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 OCTOBER 05, 2023 before me, MARILYN T. BARSANA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared NICHOLAS ADAMS,
who 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.

MARILYN T. BARSANA
Notary Public - California
Los Angeles County
Commission # 2346009
My Comm. Expires Feb 9, 2025

Signature Marilyn T. Barsana (Seal)

T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis — 5/1/23

Allen Wade Francis — Date

5/25/23

Nicholas Charles Adams — Date

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Design, development, technical and artistic direction of the City's winter holiday themed décor and lighting programs, include the holiday decoration of City Hall, Carson Event Center, bordering streets, and other areas ("Holiday Programs").

B. Provide all decorations and ornaments, materials, labor, supplies, equipment, tools, transportation, and other items on temporary/rental basis as necessary for the installation and execution of the Holiday Programs, as detailed below. Under no circumstances may Consultant use, or expect to use, City equipment, materials, supplies, or staff to perform any of the Services. All access to electrical work and electric timer is to be coordinated with the City's Public Works Department.

C. Installation and removal of all décor and lighting for Holiday Programs.

D. Décor and lighting for the Holiday Programs shall be as set forth in the table below. For each area described in the subheadings of the table below, Consultant shall offer City three décor package options as set forth in Consultant's Proposal for each Holiday Program (e.g., 2023/24, 2024/25, 2025/26), and the Contract Officer shall have discretion to decide which option(s) to select. Additionally, Consultant shall offer three ornament décor package/color options as set forth in Consultant's Proposal for each Holiday Program and each applicable area within each Holiday Program, and the Contract Officer shall have discretion to decide which one(s) to select for each Holiday Program and area. The selection of a décor package option pursuant to this paragraph shall have no impact on compensation to Consultant, as all options are offered for the same rates and total compensation set forth in Exhibit "C".

Description	Quantity
Carson Event Center - East Entrance	
72" decorated and LED lit wreath with red bow	1
Medium palm trees wrapped at center with 700 LED warm white light	4
18FT lighted and decorated garland with red bow	10
Medium palm tree - fronds lighted with green mini lights, crown with red mini lights	4
5FT lighted and red bow on awning	1
12FT lighted walk-thru ornament	1
Carson Event Center – Northeast Entrance	
275FT LED C9 perimeter lighting	1
Small bushes with LED mini lights	6
Small tree trunks and branches wrapped with mini lights	6
Small scroll potted trees wrapped with mini lights	3
6FT winter wonderland scene with reindeer in grassy/bush area	1

Small trees wrapped	4
6 FT wreath decorated with ornaments – included in proposal	1
Carson Event Center - Northeast Lobby	
6.5 FT LIVE tree purchase, install, and removal – no decorations	1
Carson Event Center - Atrium	
Small tree trunks and branches wrapped with mini lights	8
60" decorated and LED lit wreath with red bow	1
9FT garland swags with gold bows	5
6FT lighted reindeer on west grass area	3
90"x20" LED lighted scrolls on each column	8
36" lighted tear drop sprays with bows	16
New custom holiday vinyl banners ** install ONLY	8
12FT lighted walk-thru ornament	1
20 FT LIVE tree purchase, install, and removal – no decorations	1
Carson Event Center - Patio A Courtyard	
Small tree trunks wrapped with branches	2
Medium lollipop tree trunks wrapped with mini lights	6
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20
Large banana tree trunk wrapped with mini lights	1
City Hall - Fountain Area	
Custom holiday music system player	1
24 FT Light and decorate live tree	1
24 FT LIVE tree purchase, install, and removal	1
12FT Decorated and lit wreath with large red bow	1
Medium palm tree trunks wrapped with mini lights	4
Medium palm trees with RGB up lights	4
Medium light posts wrapped with lit garland and red bows	2
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5
10FT giant lighted red bow on top of city hall building	1
20FT Lighted "Happy Holidays" sign	1
Medium palm tree fronds lighted with green mini lights	4
City Hall - Main Entrance	
60" decorated and lit wreath with bow	1
Medium tree trunks wrapped with mini lights (left of pathway)	7
Medium tree trunks wrapped with mini lights (right of pathway)	3
Medium tree trunks wrapped with mini lights (left side of building)	14
9FT stairs inside City Hall leading to Council Chambers garland with lights	2
C9 lights glued to archway of city hall entrance	4
C9 lights affixed to the angled pillars on the side of the building	10

2FT animated lighted snowfall topper for live tree	1
14 FT LIVE tree purchase, install, and removal – no decorations	1
City Hall - Pedestrian Bridge Area	
220FT lit garland wrapped along bridge	1
48" decorated and lit wreath with red bows	4
Large pine trees in median trunk only wrapped with mini lights	10
Small bushes with LED mini lights (net lighting, 10 nets needed)	4
100FT fountain railing wrapped with mini lights	1
760FT C9 perimeter lighting	1
Large tree trunks and branches wrapped with mini lights	6
Small palm tree trunks wrapped with mini lights	12
Projector with custom GoBo	1
Carson Street - Right Side of Street	
Medium palm tree trunks wrapped with mini lights	17
Street Banners - Carson and Avalon	
3x6FT Lighted street banners on Carson from Bonita to Main	20
3x6FT Lighted street banners from 220th to Del Amo	20
Commercial grade red tinsel garland to all poles	80

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

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

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. Wade Francis, CFO

B. Brenda Sheridan, Director of Operations

C. Daniel Christenson, Director of Sales

D. Stephanie Escobar, Creative Director

E. Jovany Villela, Account Executive

F. Bryce Eskes, Account Executive

G. Bret Green, Structural Engineer

H. Alonso Salazar, Senior Installer

I. Carlos Vasquez, Senior Installer

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 3.4 ("Term") is amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***City, at its sole discretion, has the option to extend the term of the Agreement for up to two additional one-year periods upon written notice to Consultant.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services at the following rates (itemized prices are per Holiday Program):

RFP 23-022 Holiday Decorations & Banners - St Nick's Christmas Lighting & Décor
Pricing for 3-Year Contract

Description	Quantity	Unit Price	Total Price
Community Center - East Entrance			
72" decorated and LED lit wreath with red bow	1	$ 435.00	$ 435.00
Medium palm trees wrapped at center with 700 LED warm white light	4	$ 275.00	$ 1,100.00
18FT lighted and decorated garland with red bow	10	$ 550.00	$ 5,500.00
Medium palm tree - fronds lighted with green mini lights, crown with red mini lights	4	$ 250.00	$ 1,000.00
5FT lighted and red bow on awning	1	$ 2,300.00	$ 2,300.00
12FT lighted walk-thru ornament	1	$ 5,750.00	$ 5,750.00
Community Center - North East Entrance			
275FT LED C9 perimeter lighting	1	$ 1,925.00	$ 1,925.00
Small bushes with LED mini lights	6	$ 150.00	$ 900.00
Small tree trunks and branches wrapped with mini lights	6	$ 150.00	$ 900.00
Small scroll potted trees wrapped with mini lights	3	$ 100.00	$ 300.00
6FT winter wonderland scene with reindeer in grassy/bush area	1	$ 2,250.00	$ 2,250.00
Small trees wrapped	4	$ 150.00	$ 600.00
6FT wreath Decorated with ornaments	1	Comp	$ -
Carson Event Center - North Lobby			
6.5FT LIVE tree purchase, install, and removal - no decorations	1	$ 675.00	$ 675.00
Community Center - Atrium			
Small tree trunks and branches wrapped with mini lights	8	$ 175.00	$ 1,400.00
60" decorated and LED lit wreath with red bow	1	$ 300.00	$ 300.00
9FT garland swags with gold bows	5	$ 285.00	$ 1,425.00
6FT lighted reindeer on west grass area	3	$ 300.00	$ 900.00
90"x20" LED lighted scrolls on each column	8	$ 525.00	$ 4,200.00
36" lighted tear drop sprays with bows	16	$ 225.00	$ 3,600.00
New custom holiday vinyl banners **Install Only - Banners Purchased by City in 2021**	8	$ 125.00	$ 1,000.00
12FT lighted walk-thru ornament	1	$ 5,750.00	$ 5,750.00
20FT LIVE tree purchase, install, and removal - no decorations	1	$ 7,150.00	$ 7,150.00
Community Center - Patio A Courtyard			
Small tree trunks wrapped with branches	2	$ 225.00	$ 450.00
Medium lollipop tree trunks wrapped with mini lights	6	$ 265.00	$ 1,590.00
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20	$ 100.00	$ 2,000.00
Large banana tree trunk wrapped with mini lights	1	$ 350.00	$ 350.00
City Hall - Fountain Area			
Custom holiday music system player	1	$ 2,750.00	$ 2,750.00
24FT Light and decorate live tree	1	$ 9,750.00	$ 9,750.00
24FT LIVE tree purchase, install, and removal	1	$ 8,500.00	$ 8,500.00
12FT Decorated and lit wreath with large red bow	1	$ 2,650.00	$ 2,650.00
Medium palm tree trunks wrapped with mini lights	4	$ 275.00	$ 1,100.00
Medium palm trees with RGB up lights	4	$ 250.00	$ 1,000.00
Medium light posts wrapped with lit garland and red bows	2	$ 250.00	$ 500.00
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5	$ 150.00	$ 750.00
10FT giant lighted red bow on top of city hall building	1	$ 3,250.00	$ 3,250.00
20FT Lighted "Happy Holidays" sign	1	$ 1,000.00	$ 1,000.00
Medium palm tree fronds lighted with green mini lights	4	$ 250.00	$ 1,000.00
City Hall - Main Entrance			
60" decorated and lit wreath with bow	1	$ 425.00	$ 425.00
Medium tree trunks wrapped with mini lights (left of pathway)	7	$ 175.00	$ 1,225.00
Medium tree trunks wrapped with mini lights (right of pathway)	3	$ 175.00	$ 525.00
Medium tree trunks wrapped with mini lights (left side of building)	14	$ 175.00	$ 2,450.00
9FT stairs inside City Hall leading to Council Chambers garland with lights	2	$ 325.00	$ 650.00
C9 lights glued to archway of city hall entrance	4	$ 550.00	$ 2,200.00
C9 lights affixed to the angled pillars on the side of the building	10	$ 235.00	$ 2,350.00
2FT animated lighted snowfall topper for live tree	1	$ 299.00	$ 299.00
14FT LIVE tree purchase, install, and removal - no decorations	1	$ 4,500.00	$ 4,500.00
City Hall - Bridge Area			
220FT lit garland wrapped along bridge	1	$ 3,950.00	$ 3,950.00
48" decorated and lit wreath with red bows	4	$ 325.00	$ 1,300.00
Large pine trees in median trunk only wrapped with mini lights	10	$ 150.00	$ 1,500.00
Small bushes with LED mini lights (net lighting, 10 nets needed)	4	$ 150.00	$ 600.00
100FT fountain railing wrapped with mini lights	1	$ 300.00	$ 300.00
760FT C9 perimeter lighting	1	$ 5,320.00	$ 5,320.00
Large tree trunks and branches wrapped with mini lights	6	$ 350.00	$ 2,100.00
Small palm tree trunks wrapped with mini lights	12	$ 150.00	$ 1,800.00
Projector with custom GoBo	1	$ 1,000.00	$ 1,000.00
Carson Street - Right Side of Street			
Medium palm tree trunks wrapped with mini lights	17	$ 200.00	$ 3,400.00
Street Banners - Carson and Avalon			
3x6FT Lighted street banners on Carson from Bonita to Main	20	$ 650.00	$ 13,000.00
3x6FT Lighted street banners from 220th to Del Amo	20	$ 650.00	$ 13,000.00
Commercial grade red tinsel garland to all poles	80	$ 125.00	$ 10,000.00
		Total Annual Cost - 3 Year Contract	**$ 157,894.00**

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

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

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

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 $473,682.00 as provided in Section 2.1 of this Agreement.**

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

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

A. Installation and removal of the décor and lighting for each of the Holiday Programs shall occur during the following time frames:

	Start	Finish
Installation	No earlier than one week prior to Thanksgiving*	No later than the Sunday following Thanksgiving
Removal	No earlier than January 2	No later than January 7

*City Hall and the Community Center are closed November 24 – November 25 (Thanksgiving and Day After). However, Consultant can still install exterior decorations.

II. Consultant shall deliver the following tangible work products to the City by the following dates. N/A

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): 10/10/2023

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 Kelly Williams Insurance Agency, Inc. 4400 E. Pacific Coast Hwy. Long Beach CA 90804	**CONTACT NAME:** Gina Villacis **PHONE (A/C, No, Ext):** (562) 498-8661 **FAX (A/C, No):** (562) 985-0429 **E-MAIL ADDRESS:** gina@kellywilliamsins.com
INSURED T&G Global, LLC, DBA: St. Nick's Christmas Lighting and Décor 6861 Walker St La Palma CA 90623	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Mesa Underwriters Specialty — 36838 **INSURER B:** United Financial Casualty Company — 11770 **INSURER C:** Scottsdale Insurance Company — 41297 **INSURER D:** Insurance Company of the West — 27847 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2391804393 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MP0082001006709	09/07/2023	09/07/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	00885549	09/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1225999	09/07/2023	09/07/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WSA 5073087 00	09/29/2023	09/29/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, endorsements, and exclusions.
City of Carson, its elected and appointed officers, employees, volunteers and agents GL form CG 20 10 11 85 and primary CG 20 01 04 13 and CG 24 04 10 93 waiver. Auto endorsement from Progressive and WC waiver form 99 06 34 included.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
10/12/2023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	CALIFORNIA OPERATIONS ONLY

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 09/29/2023 Policy No. WSA 5073087 00 Endorsement No.

Insured T & G GLOBAL, LLC Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's liability for "bodily injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which contains individual owner occupied units or dwellings.

.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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KELLY WILLIAMS INS
4400 E PACIFIC COAST
LONG BEACH, CA 90804

PROGRESSIVE COMMERCIAL

Named insured

T&G GLOBAL, LLC
ST. NICK'S CHRISTMAS LIGHTING SERVICES
6861 WALKER ST
LA PALMA, CA 90623

Policy number: 00885549
Underwritten by:
United Financial Cas Co
August 16, 2023
Policy Period: Sep 7, 2023 - Mar 7, 2024

agent.progressive.com
Online Service
Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-562-498-8661
KELLY WILLIAMS INS
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal Declarations Page

Your policy information has changed

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by September 7, 2023.

Your coverage begins on September 7, 2023 at 12:01 a.m. This policy expires on March 7, 2024 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852CA (02/19), 4757 (02/19), Z442 (02/19), 1198 (07/16), 8610 (02/19), 4852CA (02/19), 4881CA (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective September 7, 2023

Premium change:	$0.00
Changes:	City Of La Quinta has been added as an additional insured.

Continued

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$5,712
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Any Auto Legal Liability To Others			113
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$500,000 combined single limit		544
Uninsured Motorist Property Damage	Rejected		--
Medical Payments	$5,000 each person		107
Comprehensive			194
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			1,025
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			**$7,695.00**
Waiver of Subrogation Fee			25.00
Additional Insured Fee			75.00
California Vehicle Assessment Fee			3.52
Total 6 month policy premium and fees			**$7,798.52**

Number of Employees: (0-10)

Important information about fees

The following additional fees may apply:

Late payment fee $10.00

Fee for returned checks or refused payments $20.00

Rated drivers

1. SERVIO P ALDANA
2. CARLOS VASQUEZ AVILA
3. BELTER N DIAZ ALEGRIA
4. FELIX A FLORESSALAZAR
5. MAICOL D ACOSTA

Auto coverage schedule

1. **2007 FORD ECONO/CLUB WGN** Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
VIN: **1FTNE14W57DB14977** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Cargo Van

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1241	$166	$32		
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$18	$1,000	$53	**$1,510**

2. **2004 FORD ECONO/CLUB WGN** Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
VIN: **1FTNE24L54HA87358** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Cargo Van

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1161	$166	$30		
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$1,000	$20	$1,000	$45	**$1,422**

3. **2016 RAM RAM CHASSIS 550** Stated Amount: * $82,000 (including Permanently Attached Equip)
VIN: **3C7WRMDL1GG148551** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Bucket Truck

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1064	$106	$20		
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$1,000	$58	$1,000	$347	**$1,595**

4. **2021 Ford F650 SUPER DUTY** Stated Amount: * $84,000 (including Permanently Attached Equip)
VIN: **1FDNF6AN8MDF06042** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Box Truck

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$2246	$106	$25		
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$1,000	$98	$1,000	$580	**$3,055**

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy	
00885549	Multi-Product

Loss Payee information

1.	Loss Payee	Auto 3	ALTEC CAPITAL SERVIC 33 INVERNESS CTR PKW BIRMINGHAM, AL 35242 2016 RAM RAM CHASSIS 550 (3C7WRMDL1GG148551)

Continued

Additional Insured information

1.	Additional Insured	ALTEC CAPITAL SERV 33 INVERNESS CT BIRMINGHAM, AL 35242
2.	Additional Insured	CITY OF CARSON 701 E CARSON ST CARSON, CA 90745
3.	Additional Insured	FS CREIT 555 AVIATI 555 S AVIATION ELSE GUNDO, CA 90245
4.	Additional Insured	CITY OF LOS ANGELES 200 N MAIN ST LOS ANGELES, CA 90012
5.	Additional Insured	CUSTOM TRUCK ONE SO 14670 RANDALL A FONTANA, CA 92335
6.	Additional Insured	CITY OF LONG BEACH P.O. BOX 570 LONG BEACH, CA 90801
7.	Additional Insured	ONTARIO INTERNATION 1923 E AVION ST ONTARIO, CA 91764
8.	Additional Insured	CITY OF BUENA PARK 6650 BEACH BLVD BUENA PARK, CA 90621
9.	Additional Insured	BUREAU OF STREET LI 1149 S BROADWAY LOS ANGELES, CA 90015
10.	Additional Insured	CITY OF WEST HOLLYWOOD PO BOX 947 MURRIETA, CA 92564
11.	Additional Insured	CITY OF BUENA PARK 6650 BEACH BLVED BUENA PARK, CA 90621
12.	Additional Insured	Glendale I Mall Assoc LP; Glendale II Mall Assoc LLC RE Mall Management Office 100 W Broadway, Ste 100 Glendale, CA 91210
13.	Additional Insured	City Of La Quinta 78-495 Calle Tampico La Quinta, CA 92253

Waiver of Subrogation information

1.	Waiver of Subrogation	ONTARIO INERNATIONAL AIRPORT AUTHORITY 1923 E AVION ST ONTARIO, CA 91764

Continued

Important coverage notice

Please inform us if your business owns any vehicles that are not currently described on the Declarations Page. Remember that all vehicles owned by your business must be specifically described on the Declarations Page at the beginning of each policy term for Any Auto Liability coverage to apply to an owned, unlisted vehicle during the term.

Important Notice

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Company officers

Cory W. Fincher

President

Patricia M. Cornett

Secretary

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 T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the 27th day of November, 2023.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement") whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894 per year, or a not-to-exceed Contract Sum of $473,682.

B. City and Consultant now desire to amend the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $48,525, and the parties desire to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.

C. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant did so, but due to timing issues, City approved the Agreement prior to determining the desired enhancements. Inclusion of the additional decorations in the Agreement when it was originally approved would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff also found that St. Nick's rates were fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). ***For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. 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, including reimbursement for actual expenses, shall not exceed ***Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars ($522,207)*** ~~Four Hundred Seventy-Three Thousand Six Hundred Eighty-Two Dollars and No Cents ($473,682.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection E is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2023/24 Holiday Program:

Description	Quantity
Community Center - East Entrance	
12FT Warm White LED Walkthrough Arch (Swap for 12FT Walkthrough Ornaments)	1
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Red Lighted Sleigh	1
8FT Lighted Red Bow	1
Carson Event Center - North Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
12FT Lighted Gift Box (Swap for Walkthrough Ornament)	1
10FT Lighted Tinsel Santa Motif with Bench	1

Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
New Tree Wraps - Carson and Avalon	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation" to provide the pricing for the additional décor and lighting for the 2023/24 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2023/24 Winter Program

Description	Quantity	Unit Price	Total Price
Community Center - East Entrance			
12FT Warm White LED Walkthrough Arch (Swap for 12FT Walkthrough Ornaments)	1	$ -	$-
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
36" lighted tear drop sprays	2	$ 225.00	$450.00
8FT Red Lighted Sleigh	1	$1,850.00	$1,850.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00

Carson Event Center - North Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
12FT Lighted Gift Box (Swap for Walkthrough Ornament)	1	$ -	$-
10FT Lighted Tinsel Santa Motif with Bench	1	$9,750.00	$9,750.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$-	$-
City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$-	$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$-	$-
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$ 650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$ 1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	$ 150.00	$ 3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$ 4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$ 6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$ 750.00
New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$ 1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$ 3,840.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$522,207*** ~~$473,682.00~~ as provided in Section 2.1 of this Agreement."

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and 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]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christensen
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

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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 Nov. 27, 2023 before me, Jaase Elleese Smith Notary Public, personally appeared Nicholas Adams, 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: _____

JAASE ELLEESE SMITH
Notary Public - California
Los Angeles County
Commission # 2403547
My Comm. Expires May 25, 2026

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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: _____

JAASE ELLEESE SMITH
Notary Public - California
Los Angeles County
Commission # 2403547
My Comm. Expires May 25, 2026

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- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis — 5/1/23

Allen Wade Francis — Date

5/25/23

Nicholas Charles Adams — Date

2024 Holiday Decorations with Scope Additions



PREPARED FOR : CITY OF CARSON - PURCHASING DIVISION

710 E. Carson Street
Carson, CA 90745

PROPOSAL PRESENTED BY:
DANIEL CHRISTENSON - DIRECTOR OF SALES

PROPOSAL DESIGNED BY:
STEPHANIE ESCOBAR - CREATIVE DIRECTOR

All rendering artwork, photos, and design concepts are property of:

St Nicks®
CHRISTMAS LIGHTING & DÉCOR

Company Information

Wade Francis:	Chief Financial Officer
Brenda Sheridan:	Director of Operations
Daniel Christenson:	Director of Sales
Stephanie Escobar:	Creative Director
Jovany Villela:	Account Executive
Bryce Eskes:	Account Executive
Noah Knox:	Wholesale Account Executive
Bret Green, PE, PMP:	Structural Engineer
Alonso Salazar:	Senior Installer
Carlos Vasquez	Senior Installer

- Founded 1998 business, dba St. Nick's (23 years)
- T&G Global, LLC (CA)
- Tax ID #68-0636192
- 14 full-time employees, 30-45 seasonal staff
- B-General Building Contractor #990427
- Certified Small Business Supplier #1626660
- County of Los Angles Small Business Enterprise (LSBE) Vendor #16942501
- Business Address: 6861 Walker Street, La Palma, CA 90623
- Telephone: (562) 438-0017
- Contact Name: Daniel Christenson, Director of Sales
- Website: www.St-Nicks.com



NICHOLAS ADAMS

Founder
Designer
Legal Compliance

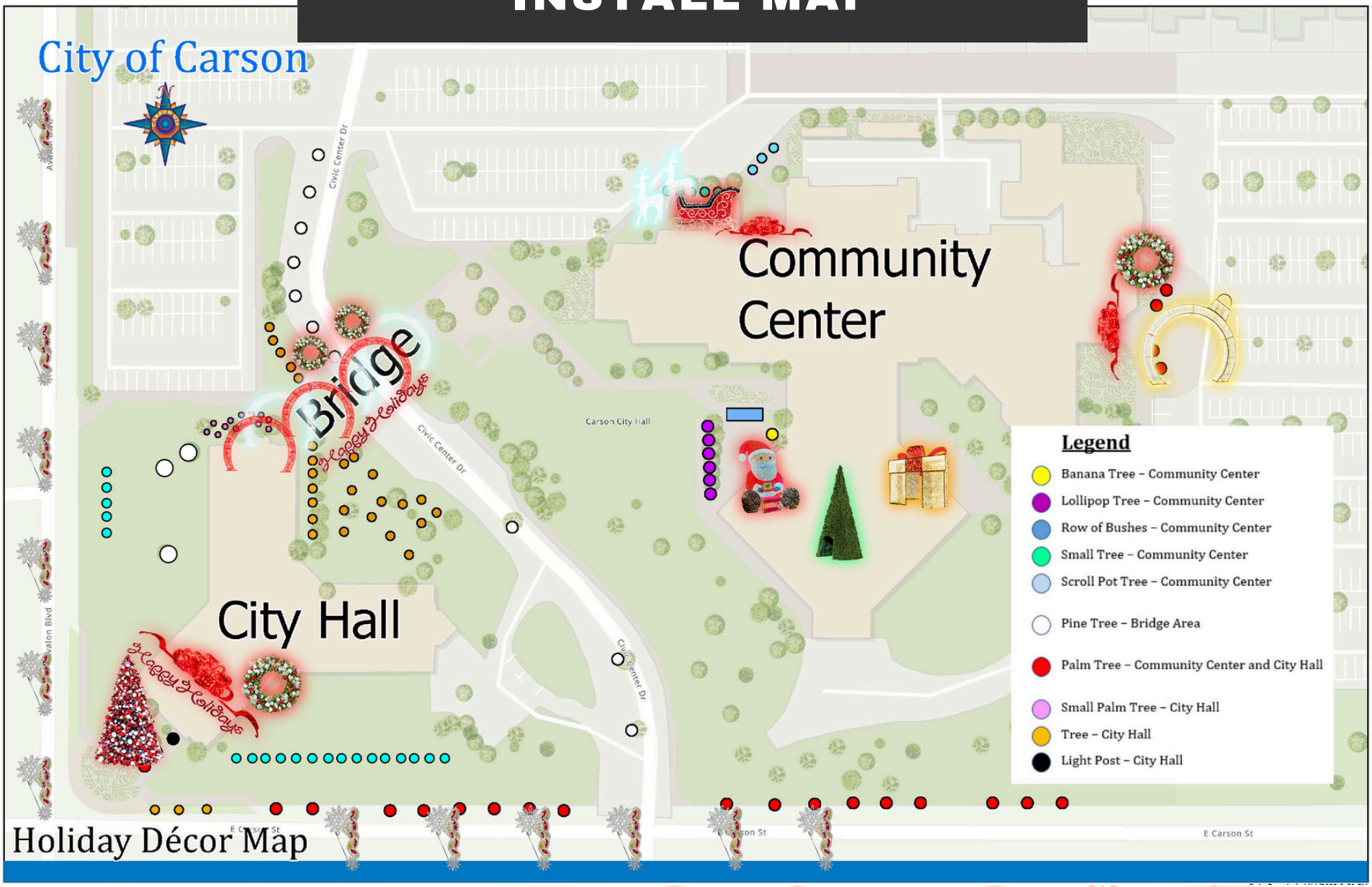
CITY OF CARSON

2024 TREE WRAPS



CITY OF CARSON

FULL SCOPE INSTALL MAP



ORNAMENT PACKAGE





RED



BURGUNDY



GOLD

A timeless classic look with a mix of red, burgundy and gold ornaments and florals. The decor package which was a City of Carson favorite for three holiday seasons from 2020-2022.

AREA 1 - COMMUNITY CENTER - EAST ENTRANCE

Proposed Scope:

- 72" decorated and LED lit wreath with red bow (Qty. 1)
- Medium palm trees wrapped at center with 700 LED warm white light (Qty. 4)
- 18FT lighted and decorated garland with red bow on pillars (Qty. 10)
- Medium warm white palm tree wraps; fronds lighted with green mini lights; crown wrapped in red (Qty. 4)
- 5FT lighted and red bow on awning (Qty. 1)
- 12FT lighted walk-thru ornament arch (Qty. 1)



12FT Walkthrough Ornament with Red and Cool White Lights
10FT Lighted Red Bow
Garland Decorated with Red, Burgundy and Gold Ornaments
Trees Illuminated with Warm White, Red and Green LED Mini Lights

AREA 2 - COMMUNITY CENTER - NORTH EAST ENTRANCE

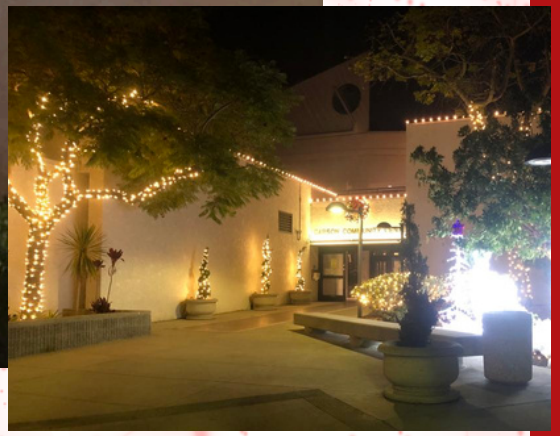
Proposed Scope:

- 275FT LED C9 perimeter lighting (Qty. 1)
- Small bushes with LED mini lights (Qty. 6)
- Small tree trunks and branches wrapped with mini lights (Qty. 6)
- Small scroll potted trees wrapped with mini lights (Qty. 3)
- 6FT winter wonderland scene with reindeer in grassy/bush area (Qty. 1)
- Small trees wrapped (Qty. 4)

Additions

- 8FT Red Lighted Bow
- 36" Lighted tear drop sprays (Qty. 2)
- 8FT Red Lighted Sleigh
- 14FT Happy Holidays Sign





Warm White Eave Lighting (275FT)
Warm White Lights in the bushes & Small Trees
Small Trunk Wrapped with Warm White LED Lights
6FT cool white LED Deer (Qty. 2) and 8FT cool White LED Branch Trees
6FT wreath decorated with Red, Burgundy & Gold ornaments.





Warm White Eave Lighting (275FT)
Warm White Lights in the bushes & Small Trees
Small Trunk Wrapped with Warm White LED Lights
6FT cool white LED Deer (Qty. 2) and 8FT cool White LED Branch Trees
6FT wreath decorated with Red, Burgundy & Gold ornaments.

AREA 3 - COMMUNITY CENTER - NORTHEAST LOBBY

Proposed Scope:

- 6.5FT Live Tree purchase, install and removal - no decorations

Additions:

- 6.5FT Live Tree increased to 8ft-9ft
- Decorate Live tree with Warm White LED Lights and St Nick's Ornaments

AREA 4 - COMMUNITY CENTER - ATRIUM

Proposed Scope:

- Small tree trunks and branches wrapped with mini lights (Qty. 8)
- 60" decorated and LED lit wreath with red bow (Qty. 1)
- 9FT garland swags with gold bows (5 qty)
- 6FT lighted reindeer on west grass area (Qty. 3)
- 90"x20" LED lighted scrolls on each column (Qty. 8)
- 36" lighted tear drop sprays with bows (Qty. 16)
- New custom holiday vinyl banners **Install Only - Banners Purchased by City in 2021** (Qty. 8)
- 12FT lighted walk-thru gift box (Qty. 1)
- 20FT LIVE tree purchase, install and removal - no decorations (Qty. 1)

Additions:

- 10FT Lighted Santa Motif with bench
- Decorate 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments







Small Trunks of trees wrapped with warm white LED Lights
60" wreath lit with warm white LED lights and decorated with Red, Burgundy and Gold ornaments
9FT Garland decorated with red, burgundy and gold ornaments and gold bows
6FT LED Reindeer in Grass Area
90" x 20" LED Lighted Scrolls on pillars
36" Tear Drops decorated with Red, Burgundy and Gold ornaments
Installation of City Owned custom banners
12FT lighted walkthrough ornament with LED lights and gold tinsel







AREA 5 - COMMUNITY CENTER - PATIO A COURTYARD

Proposed Scope:

- Small tree trunks wrapped with branches (Qty. 2)
- Medium lollipop tree trunks wrapped with mini lights (Qty. 6)
- Small bushes with LED mini lights (net lighting, approx. 20 nets) (Qty. 20)
- Large banana tree trunk wrapped with mini lights (Qty. 1)



All greenery and bushes wrapped using traditional warm white LED mini lights

AREA 6 - CITY HALL - FOUNTAIN AREA

Proposed Scope:

- Custom holiday music system player (Qty. 1)
- 24FT Light and decorate live tree(Qty. 1)
- 24FT LIVE tree purchase, install, and removal (Qty. 1)
- 12FT Decorated and lit wreath with large red bow (Qty. 1)
- Medium palm tree trunks wrapped with mini lights (Qty. 4)
- Medium palm trees with RGB up lights (Qty. 4)
- Medium light posts wrapped with lit garland and red bows (Qty. 2)
- Small bushes with LED mini lights (net lighting, approx. 10 nets) (Qty. 5)
- 10FT giant lighted red bow on top of city hall building (Qty. 1)
- 20FT Lighted "Happy Holidays" sign (Qty. 1)
- Medium palm tree fronds lighted with green mini lights (Qty. 4)



24FT live tree lit with warm white LED lights and decorated with Red, While and Silver ornaments
12FT wreath decorated with Red, White and Silver ornaments
Medium palms and bushes wrapped with warm white LED lights, medium palms with red LEDs on the crown and green LEDs in the fronds
Medium light poles wrapped with garland decorated with Red, White and Silver ornaments
10FT giant Silver lighted bow on City Hall
20FT Red "Happy Holidays" Skyline

AREA 7 - CITY HALL MAIN ENTRANCE

Proposed Scope:

- 60" decorated and lit wreath with bow (Qty. 1)
- Medium tree trunks wrapped with mini lights (left of pathway) (Qty. 7)
- Medium tree trunks wrapped with mini lights (right of pathway) (Qty. 3)
- Medium tree trunks wrapped with mini lights (left side of building) (Qty. 14)
- 9FT stairs inside City Hall leading to Council Chambers garland with lights (Qty. 2)
- C9 lights glued to archway of city hall entrance (Qty. 4)
- C9 lights affixed to the angled pillars on the side of the building (Qty. 10)
- 2FT animated lighted snowfall topper for live tree (Qty. 1)
- 14FT LIVE tree purchase, install and removal -no decorations (Qty. 1)

Additions:

- 9FT Garland on Stairs - Garland on both Sides of staircase (Qty. 2)
- 36" Red Bows with Gold Trim on Trees in Front of City Hall (Qty. 21)
- Warm White LED Lights in Planter Boxes (Qty. 22)
- Deocrate and Light 14FT Live Tree - Warm White Lights and St Nick's Ornaments







60" Wreath with warm white lights decorated with Red, White and Silver ornaments
Interior Garland decorated with Red, White and Silver ornaments
Warm white C9 lights installed on the eave of city hall
Mix of red and warm white LED lights on all medium trees

AREA 8 - CITY HALL - BRIDGE

Proposed Scope:

- 220FT lit garland wrapped along bridge (Qty. 1)
- 48" decorated and lit wreath with red bows (Qty. 4)
- Large pine trees in median trunk only wrapped with mini lights (Qty. 10)
- Small bushes with LED mini lights (net lighting, 10 nets needed) (Qty. 4)
- 100FT fountain railing wrapped with mini lights (Qty. 1)
- 760FT C9 perimeter lighting (Qty. 1)
- Large tree trunks and branches wrapped with mini lights (Qty. 6)
- Small palm tree trunks wrapped with mini lights (Qty. 12)
- Projector with custom GoBo (Qty. 1)

Additions:

- 10FT Red/Warm White Archway over the bridge - 6 total arches
- 14FT Lighted Happy Holidays Sign – Red







48" Wreath and Garland decorated with red, burgundy and gold ornaments
Trees and bushes wrapped with warm white LED lights
Perimeter and Arch C9 lights - Warm White
Custom "Happy Holidays Carson" Gobo Projection




Happy Holidays
CITY OF CARSON CIVIC CENTER

AREA 9 - CARSON ST

Proposed Scope:

- Medium palm tree trunks wrapped with mini lights (Qty. 17)

AREA 10 - CARSON & AVALON

Proposed Scope:

- 3x6FT Lighted street banners on Carson from Bonita to Main (Qty. 20)
- 3x6FT Lighted street banners from 220th to Del Amo (Qty. 20)
- Commercial grade red tinsel garland to all poles (Qty. 80)

Additions:

- New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall (Qty. 12)
- New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall (Qty. 24)

New Pole Mount Design



ESTIMATE

 # EST-000293

St. Nick's Christmas Lighting & Decor
6861 Walker Street
La Palma CA 90623
U.S.A

Bill To
City of Carson

Estimate Date : 30 Apr 2024

#	Item & Description	Qty	Rate	Amount
	Community Center - North East Entrance			
1	14FT Lighted Happy Holidays Sign - Red	1	750.00	750.00
2	36" lighted tear drop sprays	2	225.00	450.00
3	8FT Lighted Red Bow	1	3,250.00	3,250.00
	Carson Event Center - North Lobby			
4	Increase 6.5FT tree size to 8-9FT	1	295.00	295.00
5	Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	975.00	975.00
	Community Center - Atrium			
6	12FT Orament Bench - Red Tinsel with Warm White LET Lights	1	9,256.00	9,256.00
7	6FT Fiberglass Seated Santa in Sleigh	1	2,875.00	2,875.00
8	Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	7,250.00	7,250.00
	City Hall - Main Entrance			
9	9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	325.00	650.00
10	36" Red bows With Gold Trim on Trees in Front of City Hall	21	95.00	1,995.00
11	Warm White Mini Lights in City Hall Entrance Planter Boxes	22	150.00	3,300.00
12	Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	4,750.00	4,750.00
	City Hall - Bridge Area			

#	Item & Description	Qty	Rate	Amount
13	10FT Red/White Archway over the bridge - 6 Total Arches	1	6,750.00	6,750.00
14	14FT Lighted Happy Holidays Sign - Red	1	750.00	750.00
	New Tree Wraps - Carson and Avalon			
15	New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	160.00	1,920.00
16	New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	160.00	3,840.00
			Sub Total	49,056.00
			Rental (0%)	0.00
			Total	**$49,056.00**

Notes

For any questions, please call the St Nick's office, (562)-438-0017.

Terms & Conditions

All estimates are valid for 30 days.

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 T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the ____ day of _____, 2024.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement"), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894.00 per year, or a not-to-exceed Contract Sum of $473,682.00

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $48,525.00, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.00

C. City and Consultant, by this Amendment No. 2, desire to amend the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $49,056.00, and the parties desire, by this Amendment No. 2, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $571,263.00

D. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 winter holiday season as part of its proposal in response to the RFP, and has now submitted its enhancements addendum for the 2024 winter holiday season which is similar to its approved enhancements addendum for the 2023 winter holiday season. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff

and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. ***For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. 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, including reimbursement for actual expenses, shall not exceed ***Five Hundred Seventy-One Thousand Two Hundred Sixty-Three Dollars ($571,263.00)*** ~~Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars ($522,207)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection F is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2024/25 Holiday Program:

Description	Quantity
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Lighted Red Bow	1
Carson Event Center - Northeast Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1
6FT Fiberglass Santa Seated in Sleigh	1
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
New Tree Wraps - Carson and Avalon	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation," to provide the pricing for the additional décor and lighting for the 2024/25 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2024/25 Winter Program

Description	Quantity	Unit Price	Total Price
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
36" lighted tear drop sprays	2	$ 225.00	$450.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00
Carson Event Center - Northeast Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1	$9,256.00	$9,256.00
6FT Fiberglass Santa Seated in Sleigh	1	$2,875.00	$2,875.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$-	$-
City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$-	$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$-	$-
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	$ 150.00	$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00

New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$3,840.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$571,263.00*** ~~$473,682.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and 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 and in 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 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

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

2024-0702 CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CORKY'S PEST CONTROL, INC.pdf

File #: 2024-0702, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CORKY'S PEST CONTROL, INC., TO PROVIDE INTEGRATED PEST MANAGEMENT AND PEST CONTROL SERVICES TO THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

Since 2017, the Department of Public Works and the Department of Community Services/Park Maintenance has utilized a vendor to provide integrated pest management and pest control services to the City of Carson. This action was taken as there is currently limited staff to complete this task, and more importantly, a pest control professional has the knowledge and experience to both identify and respond to any infestation.

With the current contract nearing expiration, Request for Proposals (RFP) No. 24-011 was released on May 16, 2024, to seek proposals from qualified vendors to provide this service for City facilities, parks, and landscape areas. In response to the RFP, staff received five (5) proposals. After careful analysis and evaluation of the submissions, the staff is recommending that the City Council award a three-year contract, with the option of two (2) additional one-year extensions, to Corky's Pest Control, Inc. in an amount not-to-exceed $154,638.00.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE the proposed Contract Services Agreement, for a three-year term plus two (2) optional one-year extensions, to Corky's Pest Control, Incorporated, to provide integrated pest management services to the City of Carson for a Contract Sum of $154,638.00 for the initial three-year term (Exhibit No. 3; "Agreement"); and

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

III. ALTERNATIVES

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

IV. BACKGROUND

Due to the limited ability to perform extensive pest control work at City facilities at current staffing levels, the Department of Public Works and the Department of Community Services/Park Maintenance has relied on contract support to complete this task. This professional service is essential to ensure that any insect, rodent, and/or gopher infestation is eliminated or minimized. Some of the most common pests - rodents, ticks, and mosquitos - can also transfer diseases which can create health concerns for staff and residents. Equally important, a professional pest control technician has the training and experience needed to identify and effectively respond to whatever type of pest currently is infesting the city's facilities.

On May 23, 2024, the City issued RFP No. 24-011 for integrated pest management and pest control services. The general scope of the monthly services included:

- **City buildings:** Monthly service treatments to control general pest, including common insects and rodents.
- **Athletic fields:** Monthly service treatments to control gophers and other related burrowing animals.

The RFP was advertised through PlanetBids and the Daily Journal and resulted in the receipt of five (5) proposals. Staff reviewed and evaluated the proposals based on the lowest responsive and responsible bidder standard of CMC 2610(i) and the criteria outlined in the RFP.

Staff determined that Corky's Pest Control, Incorporated ("Corky's") was the lowest responsive and responsible bidder, with a bid amount of $46,860.00 per 12-month period (equivalent to $140,580 over the initial three-year term) for the regular services described in Section I of Exhibit "A" of the Agreement. The total not-to-exceed Contract Sum of the Agreement for the initial three-year term is $154,638.00, which includes a sub-budget of 10% for on-call services as described in Section II of Exhibit "A" of the Agreement. The City also has the option, in its sole discretion, of extending the contract for up to two (2) additional one-year terms at the same rates of compensation. A notice of intent to award the contract to Corky's was issued on August 20, 2024.

Staff recommends that the City Council award the proposed Agreement to Corky's to provide integrated pest management services to the City of Carson.

V. FISCAL IMPACT

Funds for this service were included in the adopted FY 2024/25 budget in Public Works Account No. 101-80-840-102-6004 and Community Services/Park Maintenance Account No. 101-90-970-105-6004.

VI. EXHIBITS

1. Bid register for RFP No. 24-011 (pg. 4)
2. Corky's proposal for RFP No. 24-011 (pgs. 5 - 33)
3. Draft Agreement with Corky's (pgs. 34 - 67)

Prepared by: Michael Whittiker, Director of Community Services/Recreation/Park Maintenance; Dr. Arlington Rodgers, Director of Public Works

RECEIVED 6-20-24 11:00 a.m.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *REQUEST FOR PROPOSAL (RFP) 24-011 – PEST CONTROL SERVICES – CITY FACILITIES*

BID OPENING DATE: *06-20-24* **TIME:** *11:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID RECEIVED DATE/TIME	HARDCOPY DATE/TIME RECEIVED	TOTAL	
1.	Agricultural Pest Control Services	Bobby Oliver	6/20/2024 10:50a.m.	—	—	
2.	Animal Pest Management	Dah Fox	6/20/2024 10:28a.m.	—	—	
3.	Integrated Pest Control Management Inc.	Jose Flores	6/20/2024 8:25a.m.	—	—	
4.	Pro Tech Pest Elimination, Inc.	Nicolle Clark	6/17/2024 2:56 p.m.	—	—	
5.	Corky's Pest Control	Scott Steffen	6/20/2024 10:58am	—	—	
6.						
7.						
8.						
9.						
10.						
11.						

kdb

Opened By: N/A (Print Legibly) (Initials) Staff Present: (Print Legibly) (Initials)

City Clerk: (Signature) Deputy City Clerk PlanetBids Opened By: Josilla Togiola (Print Legibly) (Initials)

City of Carson REQUEST FOR PROPOSAL RFP 24-011 Pest Control Services – City Facilities (Exteriors)

Corky's Pest Control for RFP 24-011

Dear City of Carson Team

We are hereby submiting our proposal in response to your Request for Proposal (RFP) for **RFP 24-011 Pest Control Services** City of Carson. We appreciate the opportunity to present our proposal and demonstrate how Corky's Pest Control can provide exceptional value and solutions to meet your pest needs as presented in the RFP.

We pride ourselves on our commitment to excellence, innovation, sustainabilty and client satisfaction. We have a proven track record in all pest ares covered by your RFP, having successfully completed numerous projects of similar scope and complexity. Our team of experienced professionals is dedicated to delivering high-quality results.

- ✓ We hereby confirm that we are in good standing with the State of California to operate a pest control business. The signer is authorized to sign and enter contractual agreements on behalf of the business.
- ✓ We have the full and dedicated intent to perform the services proposed and/or procure the goods required.
- ✓ We acknowledge that we have received and read all addenda issued.
- ✓ We also confirm that should our proposal be accepted; we agree to enter into a contract under the terms and conditions as set forth herein.

Proposal contents as outlined by the City of Carson RFP, you will find an overview of how we intend to address the specific needs and objectives outlined in your RFP. Our proposal includes the following areas

- 1.0 Company Information
  - 1.1.2 Client Reference List
  - 1.1.3 Service Technician Information
- 2.0 Cost File
- 3.0 Response File
  - Scope of Work
- 4.0 Value Added Option
- 5.0 Addendums
  - Affidavit of Non-Collusion and Non-Discrimination
  - Affidavit of Non-Federal Lobbyist Requirements
  - Certificate of Compliance with Labor Code Section
  - Debarment and Suspension Certificate
  - Bid Bond
  - Certificate of Insurance
  - SPCB Wall Certificate
  - DPR Wall Certificate
  - CA Secretary of State Good Standing

Thank you for your consideration and taking the time to review our proposal. We are available for questions or further explanation.

Sincerely,



Scott Steffen
VP Operations
scott.steffen@corkyspest.net
commercialdiv@corkyspest.net

1.0 Company Certification and Personnel Verification

Corky's Pest Control is a California Registered Corporation. As incorporated on March 16, 1970

Corky's Pest Control maintains a good standing with the California Secretary of State (#594029)*

Company Information

Corkys Pest Control Inc.

150 Vallecitos de Oro

San Marcos, CA 92069

1-800-901-1102

Billing: corkyspest.ap@anticimex.com

Commercial: commercialdiv@corkyspest.net

Authorized to Bid on behalf of the organization

Scott Steffen

Vice President of Operations

scott.steffen@corkyspest.net

951-333-4819

1.1 Company Profile

Corky's Pest Control is a full-service pest control company, offering general pest control as well as rodent control, termite control, gopher control, wild life services and fumigation services. Founded in 1967, Corky's has emerged as a leading pest control provider in Southern California servicing more than 30,000 customers with over 175+ employees. We have a strong dedicated Los Angeles Branch with over twenty-five technicians that are able to identify and apply proper Integrated Pest Management (IPM) protocol relative to the Los Angeles area challenges.

In 2022, Corky's partnered with Anticimex, a global industry leader in pest control. Through prevention, new technology, and sustainable solutions; Anticimex together with its partners - such as Corky's Pest Control has emerged as a world leader in sustainable, non-toxic pest control. Anticimex employs around 9,000 team members, serving more than 3 million customers worldwide and holds a top position as a globally recognized pest control company.

Corky's Pest Control has the abillity to reach out in situations to others sister platforms to gain expertise yet are very familiar with the needs and special challenges of servicing cities, universities, municipalities and municipal stakeholders. Our teams service thes type of commercial customers in a number of different verticals with a dedicated field and office team.

The pest management program that Corky's Pest Control would set up for the City of Carson emphasizes quality, public safety, collaboration, communications and the protection of your facilties and other locations using traditional IPM practices and sustainable non-invasive tools. Our philosophy is a proactive strategy that prevents pest populations from developing to a point where they pose a risk to health and property. It is the foundation of the program we will develop for the City of Carson.

The sensitive environment at the different City of Carson locations requires a technical and knowledgeable approach to pest management using IPM as well as present non-toxic sustainable pest options like our SMART system.

1.1.2 References

CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Company Name: Corky's Pest Control Inc.

Number of years as a contractor in the work of this type: since 1967

Three projects/clients references for this type of work:

Client Name City of Chula Vista
Address 1800 Maxwell Road Chula Vista, CA 91911
Contact Name Ismael Garcia Contact Email
Contact Phone Number 619-397-6179
Project Description General pest control, bee treatment/removal, gopher control, rodent proofing, bird control, SMART sustainable rodent monitoring &control
Project Start Date April 2024 Project End Date April 2029
Project Amount: $140,000 annually

Client Name City of Glendale
Address 141 N. Glendale Ave Suite 346 Glendale, CA 91206
Contact Name Kim Withers Contact Email kwithers@glendaleca.gov
Contact Phone Number 818-548-2085
Project Description General pest control, bed bug treatments, pigeon/bird control, bird mite treatment, SMART sustainable rodent monitoring & control
Project Start Date 11/2022 Project End Date 11/2027
Project Amount: $74,800 annually

Client Name Orange County Fire Authority
Address 1 Fire Authority Irvine, CA 92602
Contact Name Tyler Cooke Contact Email tylercooke@ocfa.org

05.08.19sh

Contact Phone Number 949-205-6495

Project Description General pest control, bee treatment/removals, bird control, bird mite treatment, exclusion work

Project Start Date 10/2023 Project End Date 10/2026

Project Amount: $70,000 annually

Bidder's Signature 

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

05.08.19sh

1.1.3 Personnel Resume

Dennis Lai – LA County Branch Manager

- Dennis has 7 years of pest control experience in Commercial & Residential
- Exclusively covers Los Angeles County.
- Dennis specializes in Termite and Rodent control
- Other knowledgeable areas include General Pest Control, Rodent Preventative Control, Gopher control, Bedbug control, Termite inspections and treatment.
- He is licensed to inspect and perform exclusion and sanitation work.
- He is also specialized in SMART rodent prevention and services.
- Dennis would supervise, service, and enforce quality control for the City of Carson

Ramon Salas – Field Supervisor

- Ramon has 25 years of experience in the pest control Industry
- Ramon services all of Los Angeles County
- He specializes in Rodent Preventative Control, General Pest Control, Gopher control, Bedbug inspection and treatment, Bee treatment and removal, bird inspections and exclusion work.
- He is also specialized in SMART rodent prevention and services.
- Ramon would be a service technician on schedule for the City of Carson.

Luis Mejia – Field Supervisor

- Luis has 24 years in the Pest Control Industry
- Luis services all of Los Angeles County.
- The services he has performed include General Pest Control, Rodent Preventative Control, Gopher control, Ground Squirrel control, Roach specialty services. Exclusion and sanitation inspections.
- He is also specialized in SMART rodent prevention and services.
- Luis would be a service technician on schedule for the City of Carson

Luis Viramontes – Service Technician

- Luis has 4 years of experience in the Pest Control Industry
- Luis services all of Los Angeles County
- He specializes in Rodent control, General Pest Control, Gopher control, Ground Squirrel Control, Bee treatment and removal.
- He is licensed to do Live animal trapping and do termite inspections and treatments.
- He is also specialized in SMART Rodent prevention and services.
- Luis would be a service technician on schedule for the City of Carson.

Personnel Continued

Eric Portillo – Service Technician

- Eric has 15 years of experience in the Pest Control Industry
- Eric services all of Los Angeles County
- He specializes in Rodent Control, Gopher Control, Ground Squirrel Control, Bee treatment and removal, General Pest Control, Roach specialty services.
- He is also specialized in SMART rodent prevention and services.
- Eric would be a service technician on schedule for the City of Carson.

2.0 Cost

Park Name and Address	Approximate Acres*	Hours	Visits Per Month	Hourly Rate	Monthly	Annual
1. Anderson Park – 19101 Wilmington Ave.	8.5	1	2	$110.00	$220.00	$2,640.00
2. Calas Park – 1000 E. 220th St.	7	1	2	$110.00	$220.00	$2,640.00
3. Carriage Crest Park – 23800 S. Figueroa St.	5	0.75	2	$110.00	$165.00	$1,980.00
4. Carson Park – 21411 S. Orrick Ave.	7	1	2	$110.00	$220.00	$2,640.00
5. Del Amo Park – 703 E. Del Amo Blvd.	6	1	2	$110.00	$220.00	$2,640.00
6. Dolphin Park – 21205 S. Water St.	10	1.25	2	$110.00	$275.00	$3,300.00
7. Dominguez Park – 21330 Santa Fe Ave.	7	1	2	$110.00	$220.00	$2,640.00
8. Friendship Mini-Park – 21930 S. Water St.	0.2	0.25	2	$110.00	$55.00	$660.00
9. Hemingway Park – 700 E. Gardena Blvd.	12.6	1.5	2	$110.00	$330.00	$3,960.00
10. Mills Park – 1340 E. Dimondale Dr.	4.5	0.5	2	$110.00	$110.00	$1,320.00
11. Perry Street Mini-Park – 215th & Perry St.	1.17	0.25	2	$110.00	$55.00	$660.00
12. Reflections Mini-Park – 21208 Shearer St.	0.4	0.25	2	$110.00	$55.00	$660.00
13. Foisia Park – 23410 Catskill Ave.	9	1.25	2	$110.00	$275.00	$3,300.00
14. Stevenson Park – 17400 Lysander Dr.	10	1.25	2	$110.00	$275.00	$3,300.00
15. Veterans Park – 22400 Moneta Ave.	10	1.25	2	$110.00	$275.00	$3,300.00
16. Walnut Mini-Park – 440 E. Walnut St.	0.64	0.25	2	$110.00	$55.00	$660.00
17. Community Center – 3 Civic Plaza Dr.	7	2	2	$110.00	$440.00	$5,280.00
18. City Hall – 701 E. Carson St.	4.7	2	2	$110.00	$440.00	$5,280.00
					$3,905.00	**$46,860.00**

3.0 Response File

Scope of Work: Technical Requirements/Implementation Plan

We will design and implement a well-designed IPM pest control program in and around the City of Carson facilites per scope. Corky's program emphasizes minimizing reliance on pesticides and focuses on long-term prevention and sustainable pest management practices. This program includes the following services (but not limited to) caulking/sealing, screening, control of ants, spiders, earwigs, slugs, snails, roaches, mice, rats, etc. Our programs minimizes the risk of pest infestations in each location, addresses issues promptly, and maintains a healthy, and pest-free environment over the long term, while on the same time adhering to the high standards for environmental sustainability. The general pest and rodent control program that we would develop for the City of Carson rests on the following building blocks.

Initial Assessment

We start our service with a comprehensive assessment of all facilities in scope. During this assesment we determine the level of pest activity per location and we identify potential pest entry points, harborage areas, and conditions conducive to pest development in all locations. This assessment per location helps in developing a tailored maintenance program for each location based on the specific needs and vulnerabilities of the site. Another important objective of the initial assesment is setting action thresholds for our IPM program per location. We determine the level of pest activity per category which will trigger extended pest control actions. These thresholds will also guide us where to place the exterior bait stations. For the interior pest management plan we determine when and where we'll introduce non regular treatments in addtion to the monthly service.

3.1 Pest Monitoring

After the initial assesment has been carried out we install our unique 24/7 SMART pest monitoring system. We install infrared sensors in areas where we identified pest activity, in proximity to potential pest entry points and harborage areas. Sensors are installed in hard to reach areas favored by rodents (for example false ceilings). Our SMART monitoring system plays a vital role in identifying pest issues before they escalate and cause damage. All SMART equipment installed at the City of Carson is monitored remotely by the Corky's back office team. Corky's 24/7 SMART monitoring solution supports early detection of pest infestations, with quick identification of root cause, and often immediate and non-toxic remediation. At Corky's we strongly believe that early detection is critically important, since it circumvents excessive usage of chemicals, equipment, and other resources and minimizes damage and contamination caused by the various pests. Our SMART monitoring is complemented by traditional visual pest monitoring via devices such as insect glue boards, non tox rodent monitoring devices (snap traps etc). Our SMART monitoring however gives us a clear preventative edge versus what our competitors can offer.

3.1.1 Documentation and Reporting

We maintain detailed records of all pest control activities, including inspections, treatments performed, findings, and recommendations. All SMART 24/7 data be will documented and summarized in reports for the City of Carson. Our reporting template uses a “traffic light system” employing the colors of a traffic signal (red, yellow/amber, and green) to visually communicate the pest control status or health of certain key performance indicators (KPIs) or metrics per the City of Carson location in scope. the City of Carson will also be given access to our online portal, where status per location can be tracked.

3.1.2 Technical Support

The Corky’s Pest Control technicians are responsible for the City of Carson to receive regular technical support from a Supervisor in the South San Diego Branch, including support on site. If needed, our pest control technician will also consult with our certified in-house entomologists to soundboard and fine tune the treatment plan for each site.

3.1.3 Communication and Education

Throughout the service process, we maintain clear and regular communication with the City of Carson facility management teams. Communication is managed via our key account support and our technician. We provide updates on the progress of the treatment, explain any necessary post-treatment precautions or recommendations, and address any questions or concerns raised. We will schedule monthly performance reviews with the City of Carson to assure full alignment. During monthly performance reviews will go through the monthly report containing the following info:

1. Status per location/ facility
2. IPM threshold level per facility
3. Treatments conducted per facility.
4. Post Treatment reporting.

3.2 Gopher Services

For each the City of Carson location in scope we will design and implement a well-designed gopher control program. Service will be provided on a recurring monthly basis, service is however on a as-needed basis and numbers of services will be extended if necessary. All parks, sport fields and other green areas in scope are serviced within 24 hrs. of notification from the City of Carson staff or Corky’s staff.

3.2.1 Initial Assessment

We start our recurring gopher / squirrel service with a comprehensive assessment of each park and green area in scope. We determine current infestation levels and if there are any conditions conducive to infestations per park location. All findings of the initial analysis will be presented to the City of Carson. This compiled assessment is the foundation for developing a tailored maintenance program for each site based on the specific needs and vulnerabilities.

3.2.2 Preventative measures and regular treatments

Based on our findings from the initial assessment we set up a treatment plan for each park and lcoation. A service schedule will be set up to confirm all areas to be serviced and frequency.

When the plan is set we carry out treatments for each location based on the identified gopher threats and the property's specific needs. Treatments will be carried out by our specialized in house gopher technician team. These are skilled, fully licensed and experienced pest control professionals using approved products and techniques. If some locations need more frequent visits, additional visits will be scheduled within the scope of this service.

We'll employ industry leading, specialized equipment for these sevices, to accomplish control in the landscape. We always emphasize human, non-human target safety and the humane treatment of animals. We'll implement and fine-tune site-specific control services to maintain control of the gopher problem. This escalation and treatment process will be fine-tuned in dialogue with the City of Carson.

3.2.3 Gopher Monitoring

For each location our teams identify all early-stage signs of gopher activity. We schedule regular inspections by our technicians to monitor outbreaks and prevent further damage from happening. Gophers can and will migrate from surrounding properties and new damage can occur in as little as one day.

3.2.4 Documentation and Reporting

We maintain detailed records of all gopher activities in each location, including inspections, treatments performed, findings, and recommendations and current gopher/squirrel status. All gopher activity per park is registered in a report that is presented to the City of Carson once a month summarizing chemicals used, amount used, date, location, and applicator name. We'll also in this area use a "traffic light system" employing the colors of a traffic signal (red, yellow/amber, and green) to visually

communicate the gopher status per the City of Carson location in scope. This document gives the City of Carson a clear indicator on what green ares are challenged and where and what treatment is ongoing.

After each gopher service, a service evaluation report will be compiled and sent to the City of Carson, detailing areas treated, chemicals and materials used and any observations or information with regards to Gopher actvitiy that should be conveyed.

Corkys Control Measures	GOPHER
Non-Tox	**Trapping Program:** Install and check traps for gophers. This is most effective for new occurences, or very low activity
Least Toxic	**Chase Repellent:** *Castor Oil USP, Sodium Lauryl Sulfate, Corn Cob Granules* . This product is effective at reducing the amount of new infestations, most effective when used to maintain once control is achieved
Low Toxicity	**Rozol:** *Chlorophacinone* - Highly effective bait and control measure for moderate activity. This product should be used to gain control of moderate or rising activity.
High infestations	**Burrow-X Machine:** Carbon Monoxide is pumped into below ground tunnels. Uses smoke oil to show where gas travels. One of the safest and most effective measures, can however only be used outside 100ft of occupied structure. Should be used for moderate to high activity or to get a very fast knockdown on a rising population.

3.2.5 Technical Support

The Corky's Pest Control technicians responsible for the City of Carson parks receive regular technical support from supervisors in the South San Diego Branch, including support. The team is also supported by an in-house entomologist with industry leading gopher r experience. In addition Corky's Pest Control team has access to the global Anticimex network of experts in gopher control giving us access to the most up to date treatment methods.

3.2.6 Continuous Evaluation and Adjustments

We periodically evaluate the effectiveness of our gopher program by reviewing our inspection reports, treatment outcomes, and client feedback. We make necessary adjustments based on changing gopher pressures, emerging new issues, or modifications

to the green area / sports field that may impact our control efforts. These steps are always taken in tight communication with the City of Carson team.

3.3 Stinging Insect Control

3.3.1 Corky's bee removal process

- Whenever feasible, we relocate the bees to a safe and suitable location away from human dwellings. If relocation is not possible, we will consider appropriate treatment methods in compliance with local regulations.
- Removal of honeycomb including cleaning and painting the inside of the void to eliminate pheromones and other attractive odors
- Repair of any structure we need to damage in order to access the honeycomb, the sealing of the immediate area so that bees cannot return to the same void again
- Warranty of the area including any bee work which may need to be performed on that same area and a 5 foot radius of it for 1 year from the date which the removal is performed

3.3.2 Cornerstones of our Bee / Stinging insect service

Training and Certification All our technicians that will work with the City of Carson within this area are trained and certified in bee removal techniques and safety protocols. We will dedicate a pool of bee specialists for the City of Carson account, this team has in-depth knowledge of specifc local precondtions. We're providing regular training updates to keep our technicians knowledgeable about the latest industry standards. Successful bee removal including removal of the honeycomb bulids on skills like estimating the age of a bee hive, identifing hive markings, looking at activity of a hive, look for full pollen baskets on bees legs, look below the hive for dead bees and pollen balls.

Site Assessment We always conduct a thorough assessment of each site before beginning any removal operation. We identify the type of bees, their behavior, and potential risks to develop an appropriate removal strategy for every site. Each bee observation from (via student reports, observations of the City of Carson staff etc.) will be inspected and asessed by our experts.

Safety Measures Bee removal can be dangerous both to the general public and the pest control technician if handled incorrectly. We always prioritize the safety and our technicians We provide our technicians with modern up to date personal protective equipment (PPE) such as bee suits, gloves, and veils. We follow our strict safety guidelines to minimize the risk of stings and allergic reactions.

Sustainabilty Corky's Pest Control utilizes environmentally friendly and humane removal techniques whenever possible. We always recommend to remove the honeycomb as well. In plus 90% of the time the bee population will return if honeycomb is not removed. If the hive is old enough to have honeycomb then smoke will be needed in order to perform the removal safely.

Reporting After each visit a service evaluation report will be compiled detailing areas treated, chemicals and material used and observations or information of relevance post treament.

3.4 Daily Service and Emergency Response Plan

3.4.1 Daily and On-call Emergency Services

Corky's Pest Control will have a dedicated City of Carson team on site for a minimum of no less than 3 days a week. This gives the City of Carson swift and on point measures to handle any pest issues that arise during the day. Our on-site team has experience of General Pest Control, Gopher Control, as well as stinging insects / bee control. If a pest-related emergency incident occurs outside normal business the City of Carson will have access to a dedicated 24/7 emergency hotline. In addition to our 24/7 emergency hotline, the City of Carson will also be given a dedicated support email.

3.4.2 Current workload and readiness to work

Our dedicated Los Angeles Branch has devised a team to be responsible for this project. We hereby confirm that this team is available for a full project, as determined to start in 2024.

Locations	Overall Compound Pest Situation (Month to date Feb.)	SMART Rodent Activity	SMART Insect Activity	Bait Station Activity	Staff sightings reported	Other treatments and comments
Location 1	High severity	High	Medium	Very high	Medium	
Location 2	High severity	High	Medium	Very high	Medium	
Location 3	High severity	High	Medium	Very high	Medium	
Location 4	High severity	High	Medium	Very high	None	
Location 5	High severity	…	…	…	…	
Location 6	Medium severity	…	…	…	…	

Page _____ of _____

AN ANTICIMEX COMPANY

CORKYS

WE CONTROL PESTS

SERVICE TREATMENT PLAN - Confirmation/Documentation

Customer: _____ Customer Account #: _____

Main PO #: _____ POC: _____

Binder Location: _____ POC Phone #: _____

Date/Time Service	Type Service	Target pest of problem	Location: area, building, & room	Chemical	Rate of Treatment	Monetary Charges (as not covered)	Signature: Grounds Manager	Signature: Technician	Technician License #	Additional Notes/Findings
						$				
						$				
						$				
						$				
						$				
						$				
						$				
						$				
						$				
						$				
						$				
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						$				
						$				
						$				
						$				

3.5.1 Service Treatment Plan Form

3.5.2 Sanitation Report Form

CORKYS
WE CONTROL PESTS

Sanitation Report Form - Confirmation/Documentation

Customer: _____ Customer Account #: _____
Main PO #: _____ POC: _____
Binder Location: _____ POC Phone #: _____

Page ____ of ____

Date & Time Serviced	Customer name / POC	Location: Area, Building, room	Type of Service: Regular	Complaint/Follow-Up	Other	Description of Problem area	Findings, Conditions	Recommendation	Signature: Supervisor	Signature: Technician Inspecting	Technician License #

4.0 Value Added Options

4.1 SMART Sustainable Pest Monitoring

4.1 SMART Eye A small sensor, that detects rodent movements. Due to its size and design, it has many applications from narrow drop ceilings to confined spaces or in combination with bait boxes. The product has multiple functions. One as a monitoring device which detects rodent activity and the ambient temperature. It is ideal for server rooms, cable runs, electrical cabinets, ceiling, voids or food and sensitive equipment stores or other areas that are only inspected with difficulty or infrequently.

4.2 SMART Sense is a sensor that detect insect activity and traps the insects on a glue board. It is for indoor use and can be placed in many different locations. For cockroach-monitoring, SMART Sense Mini can be placed in various locations where cockroaches usually are found.

4.3 Preventative Measures Based on our initial asssesment we'll also recommend proactive measures to prevent pests from entering the property. Our SMART data from each site gives us critical input on where to initiate preventative measures. This may involve sealing cracks and gaps and maintaining proper sanitation practices, and addressing any structural issues that could attract or facilitate pests. Our preventive measures also involve support from the City of Carson in establishing communication channels with the City of Carson staff for reporting pest sightings and concerns promptly.

4.4 Regular Inspections and treatments Based on our findings from the initial assessment and SMART monitoring our team develops a customized treatment plan per facility tailored to the specific pest issues. This plan is aligned with the City of Carson team. We install minumum 250 traditional exerior bait stations in high risk areas identified via our site analysis. We install additional non chemical interior pest control equipment (snap traps etc.) and our non tox SMART trapping equipment inside and outside each location. Your dedicated, certified and experienced pest control technician team implements the treatment plan, following industry best practices and adhering to all safety guidelines of the City of Carson. Corky's will service the each the City of Carson locations with a team from our Los Angeles Branch, a team very familiar with the local pest preconditions and geography.

Your Corky's Pest Control technician carries out a scheduled service weekly per location, however additional service visits are added when and if activity level is increasing. Visual observations are carried out in and around each building. With prior access to our SMART data the visual inspections are value added, since our technician has an overview of pest activity in building before commencing the service, enabling a focus on challenged areas.

Based on the IPM action thresholds and the City of Carson action plan we apply suitable, approved products and techniques. Our techs set traps, conduct SMART data driven analysis, and implement additional exclusion measures. The Corky's team will have range of products and equipment at their disposal to execute all actions per threshold level. If we need to use emergency measures only the most sustainable products will be used, and emergency equipment we will be employed very discreetly. All usage will be documented and closely communicated with the City of Carson staff.

4.2 SMART Sustainable Rodent Monitoring & Treatment

In addition to regular rodent treatment, we can offer a sustainable plan via our industry leading SMART non tox equipment, for indoor and outdoor use. Our SMART products are non-chemical and can be used at early stages of infestations, adhering to the City of Carson's IPM plan. Below is a short elaboration on the products we would offer the City of Carson locations. Depending on infestation types, we can use our SMART Box, SMART Snap, SMART Catch and/or SMART Pipe products. https://corkyspest.com/smart.html

SMART Box

Smart Box is a multi-catch trap that deals with rodents above ground. Attractants lure the rodent into the box, the rodent enters the trap, sensors detect movement and body heat. A catch function is activated, immediately killing the rodent humanely with an electrical current. The rodent is deposited into a plastic bag in a closed container. The trap is then automatically reset and ready for action again. No toxic bait is used. SMART Box reports back to our digital control center WisePlan, informing us of any activity and catches. A SMART Box can catch up to 20 mice and 4 rats, before it needs emptying. The SMART Box is uniquely available to members of the Anticimex Group, and we have installed 120k plus SMART Boxes globally.

SMART Catch Mini

SMART Catch Mini is a single catch unit that detects and kills rodents above ground. Attractants lure the rodent into the trap, exterminating it efficiently and without any usage of any chemicals / toxins. When movement and temperature change is detected, the hammer of the device is fired and exterminates rats quickly and humanely. The device can also detect and monitor rodent activities in the tunnel without the pest entering the exterminating enclosure.

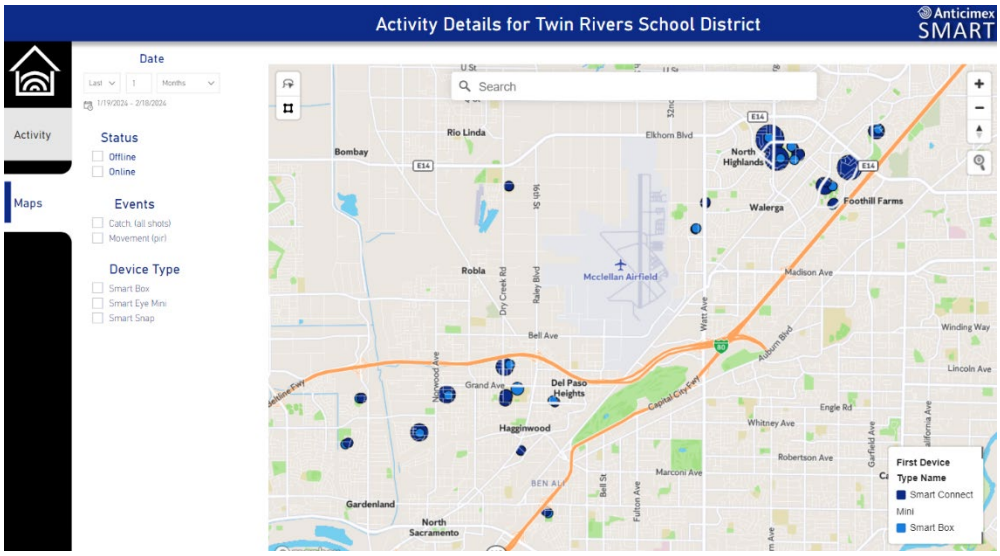
SMART SNAP

SMART Snap is a single catch trap for mice, that humanely and effectively kills the mice, without any chemicals. The cabinet hides any dead mouse, and the sensor inside the trap notifies technicians of any mouse activity inside the trap. The trap has a flood sensor that can detect rising water levels and thus prevent costly damages, and the patented trap design will distinguish between a caught mouse regardless of size, and a potential misfire. SMART Snap excels with up to 5 years of battery lifetime, battery is pre-mounted inside the product.

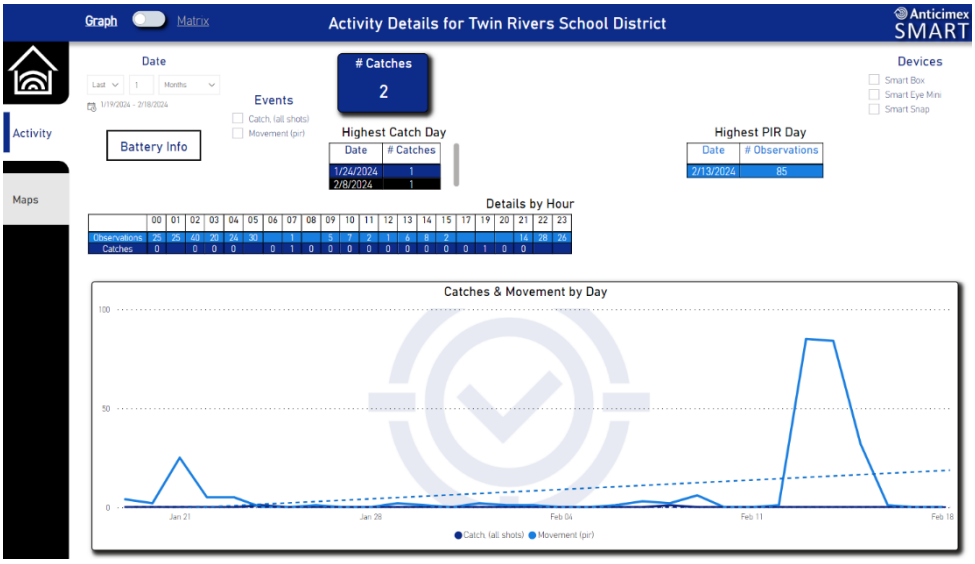
SMART Pipe

The City of Carson Corkys will also employ our unique SMART Pipe for exterior rodent control based on findings of our intial assesment. Our SMART Pipe is a rat trap designed for the sewer. It effectively detects and exterminates rats below ground without any chemical or toxic baiting. When the movement and body heat of a rat is detected by the sensors, the trap is activated, immediately and humanely exterminating the rat. The trap is then automatically reset and ready for action again. The rat is flushed away by the flow in the sewer system. No poison or bait is used, and the trap does not affect the normal flow in the sewer. Smart Pipe reports back to our digital control center, informing us of the trap's activity. The SMART Pipe is used in a large number of cities and municipalities in the US. It is also used in 100 plus municipalities and cities in Europe. Over one million rats have been exterminated with our SMART Pipe globally to date.

Example of SMART locations through our Power BI



Corky's Pest activity report template for Chula Public Works locations – (example)



4.3 Additional In-House Offerings

Our techinicians are also trained to perform services in the following areas squirrels and birds. Corky's can offer a full range of additional services including squirrels, birds, and bed bugs. Our team is knowledgeable in these areas to discuss further, as the need arises.

4.4 Continuous Evaluation and Adjustments

We periodically evaluate the effectiveness of our maintenance program by reviewing inspection reports, treatment outcomes, and client feedback. We make necessary adjustments based on changing pest pressures, emerging pest issues, or modifications to the property that may impact pest control efforts. These steps are always taken in tight communication with the City of Carson team.

5.0 Addendums

Following pages contain copies per City of Carson RFP request

ATLANTIC SPECIALTY INSURANCE COMPANY

605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

[intact] INSURANCE surety

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Corky's Pest Control Inc
150 Vallecitos De Oro
San Marcos, CA 92069

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

OWNER:
(Name, legal status and address)

City of Carson
701 East Carson Street
Carson, CA 90745

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address and Project number, if any)

Pest Control Services for Exterior of Facilities and Parks; Various Locations (18)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of June, 2024.

(Witness)

Jenny Snell (Witness)

Corky's Pest Control Inc
, Principal (Seal)

By:
(Title)

Atlantic Specialty Insurance Company
(Surety) (Seal)

By:
Angela Y. Buckner, Attorney-In-Fact (Title), (Seal)

The language in this document conforms exactly to the language used in AIA Document A310 – Bid Bond 2010 edition.

Surety Phone No. 952-852-2431

[intact INSURANCE]

Power of Attorney

Surety Bond No: Bid Bond

Principal: Corky's Pest Control Inc
Obligee: City of Carson

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Angela Y. Buckner, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars ($60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of June, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Christopher V. Jerry, Secretary

CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

Name of Firm: Corky's Pest Control

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: _____

Title: VP Operations
Date: 06.04.24

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

Signature	**Date** 06.04.24
Scott Steffen **Printed Name**	VP Operations **Title**

2019.05.08sh

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: Corky's pest control Date: 06.04.24

Address: 150 Vallecitos de Oro San Marcos

State: CA Zip Code: 92069 Phone No.: 800.901.1102

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Scott Steffen Title: VP Operations

Signature: Date: 06.04.24

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: Corky's Pest Control Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: _____

Title: VP Operations

Date: 06.04.24

Structural Pest Control Board

State of California Department of Consumer Affairs

ORIGINAL CERTIFICATE

Company Registration

General Pest and Termite

REGISTRATION PR 1382

ISSUE DATE JANUARY 1, 1988

CORKYS PEST CONTROL INC
909 RANCHEROS DRIVE
SAN MARCOS CA 92069

The above is registered with the State Structural Pest Control Board as a Corporation.

THIS REGISTRATION IS NOW, AND SHALL REMAIN, THE PROPERTY OF THE STRUCTURAL PEST CONTROL BOARD AND SHALL BE SURRENDERED TO SAID BOARD AT ANY TIME UPON DEMAND, PENDING FINAL ACTION AS TO SUSPENSION, REVOCATION, OR RENEWAL OF SAME.

RECEIPT NUMBER 00004088

This Original Registration must be kept for the life of the registration and posted in Public View.

In accordance with the provisions of Chapter 14, Division 3 of the BUSINESS AND PROFESSIONS CODE, the registrant named above is hereby registered at the above address, and is subject to the rules and regulations of the California Structural Pest Control Board.

Registrations are non-transferable. You must contact the California Structural Pest Control Board within 30 days when there is a change of ownership, location, corporate officer, qualifying operator, or field representative employee.

/09/06

/09/06

STRUCTURAL PEST CONTROL BOARD
1418 HOWE AVENUE, SUITE 18
SACRAMENTO, CA 95825-3204
(916) 263-2544

----- POST IN PUBLIC VIEW -----

OSTPR6 03/31/99

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2023
EXPIRES: December 31, 2024

Pest Control Business - Main
LICENSE
LICENSE NO. 31164

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

CORKY'S PEST CONTROL, INC.
150 VALLECIOUS DE ORO
SAN MARCOS, CA 92069

Business Location

CORKY'S PEST CONTROL, INC.
150 VALLECITOS DE ORO
SAN MARCOS, CA 92069

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a $20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licensemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CORKY'S PEST CONTROL, INCORPORATED

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CORKY'S PEST CONTROL, INCORPORATED

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and CORKY'S PEST CONTROL, INCORPORATED, 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 proposal submitted in response to City's Request for Proposals No. 24-011, 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.

1.10 Compliance with Labor and Wage Laws

The Services are subject to prevailing wages under the Labor Code and as such, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq*.), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Fifty-Four Thousand Six Hundred Thirty-Eight Dollars ($154,638)** (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:

Dennis Lai	Los Angeles County Branch Manager
(Name)	(Title)
Luis Mejia	Field Supervisor
(Name)	(Title)
Ramon Salas	Field Supervisor
(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 Modesto Bolanos, Parks Maintenance Superintendent, for exterior pest management issues, and Freddy Loza, Landscape and Building Maintenance Superintendent, for interior (i.e., inside an enclosed building) pest management issues, unless 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 $2,000,000.00 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 Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CORKY'S PEST CONTROL, INCORPORATED, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 150 Vallecitos de Oro
San Marcos, CA 92069

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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OPTIONAL

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services on a regular basis (the "Regular Services"):

A. Perform integrated pest management ("IPM") services on a recurring bi-monthly (i.e., twice per month, except as otherwise provided herein) basis throughout each of the following City properties/facilities, as well as the City's Corporate Yard located at 18620 S. Broadway St. (collectively, the "City Facilities"):

Park Name and Address

1. Anderson Park – 19101 Wilmington Ave.
2. Calas Park – 1000 E. 220th St.
3. Carriage Crest Park – 23800 S. Figueroa St.
4. Carson Park – 21411 S. Orrick Ave.
5. Del Amo Park – 703 E. Del Amo Blvd.
6. Dolphin Park – 21205 S. Water St.
7. Dominguez Park – 21330 Santa Fe Ave.
8. Friendship Mini-Park – 21930 S. Water St.
9. Hemingway Park – 700 E. Gardena Blvd.
10. Mills Park – 1340 E. Dimondale Dr.
11. Perry Street Mini-Park – 215th & Perry St.
12. Reflections Mini-Park – 21208 Shearer St.
13. Foisia Park – 23410 Catskill Ave.
14. Stevenson Park – 17400 Lysander Dr.
15. Veterans Park – 22400 Moneta Ave.
16. Walnut Mini-Park – 440 E. Walnut St.
17. Community Center – 3 Civic Plaza Dr.
18. City Hall – 701 E. Carson St.

B. The regular IPM services shall include, without limitation, control of all types and species of: (i) ants, spiders, earwigs, slugs, snails, roaches, beetles, flies, crickets and other hoppers, sow bugs, silverfish, moths and other flying pests (excluding bees, wasps, hornets and mosquitos), weevils and other food pests, termites (except for fumigation services, as provided in Section II below), and other similar insects; and (ii) mice, rats, gophers, squirrels and other rodents.

C. The regular IPM services shall include at least two monthly service visits to each City Facility (and more if required pursuant to paragraph (G), below) unless otherwise approved by the Contract Officer. Unless otherwise approved by the Contract Officer, each regular service visit shall consist of inspection of the entire City Facility for pest activity and completion of all necessary action to promptly

render complete, preventative and corrective pest abatement treatment for all pests identified or reasonably identifiable during the regular service visit.

D. Consultant will start its regular IPM service program with a comprehensive assessment of all City Facilities. During this assessment, Consultant will determine the level of pest activity at each City Facility and identify potential pest entry points, harborage areas, and conditions conducive to pest development in all locations. This assessment per location will help Consultant develop a tailored maintenance program for each location based on the specific needs and vulnerabilities of the site, subject to the requirements of this Agreement and Contract Officer approval. Another important objective of the initial assessment is setting action thresholds for the IPM program per location. Consultant will determine the level of pest activity per category which will trigger extended pest control actions, subject to Contract Officer approval pursuant to Section II below for any On-Call Services as defined therein. These thresholds will also guide Consultant in where to place the exterior bait stations. For the interior pest management plan, Consultant will determine when and where Consultant will recommend introducing extended treatments, subject to Contract Officer approval pursuant to Section II below for any On-Call Services. Except as provided in Section G.1 below, all such extended pest control actions and treatments that do not constitute On-Call Services as defined in Section II below shall be considered Regular Services.

E. Based on the initial assessment, Consultant will set up a treatment plan (including methods and types of pest control, which shall generally conform to the control methods set forth City's RFP No. 24-011 unless otherwise provided herein or directed/approved by the Contract Officer) for each City Facility. A service schedule will be set up to confirm all precise areas to be serviced and the frequency. The treatment plan and service schedule shall comply with all provisions of this Agreement, and are subject to Contract Officer approval. Consultant is required to obtain Contract Officer approval at least 10 days prior to implementing any change or deviating from the approved schedule. Failure to perform a service visit as scheduled according to the approved schedule will result in a corresponding deduction from payment for that service visit, without limitation as to other available City remedies. The deduction will be calculated according to the methodology that was used by Consultant to calculate the fixed fee for the Regular Services, which can be found in Section 2.0 of Consultant's proposal submitted in response to City's RFP 24-011.

F. Consultant will periodically evaluate the effectiveness of its regular IPM service program by reviewing its inspection reports, treatment outcomes, and City feedback. Consultant will make necessary adjustments based on changing pest pressures, emerging new issues, or modifications to the relevant area that may impact Consultant's control efforts. These steps are always taken in tight communication with the Contract Officer and subject to Contract Officer approval.

G. For areas of active or potential infestation, additional non-emergency treatments/control measures shall be provided/performed within 24 hours of a

request from the City's Contract Officer. There shall be no additional charge for these additional treatments/service calls, as they shall be considered part of the regular scheduled services. Repeat calls for ineffective maintenance, trouble calls, or service requests shall not result in additional charges to the City.

1. The only exception to this is if the Contract Officer and Consultant mutually agree based on undisputed facts that the City staff has caused the need for a particular additional service visit(s) (beyond the two regular visits per month as scheduled for the subject City Facility) by creating unsanitary conditions or failing to address unsanitary conditions for which the City is responsible within a reasonable time following notification from the Consultant of such conditions and causes; such additional service visits may be charged as On-Call Services.

H. All non-emergency Regular Services shall be performed during normal City business hours (6:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays recognized by the City), except that pesticide applications may occur outside normal City business hours subject to Contract Officer approval as to the time of the pesticide application.

I. Gopher Control.

1. Gopher/squirrel control services are included within the Regular Services and therefore will be provided on a recurring monthly basis, but service will performed as frequently as needed and as such the number of service visits will be extended if necessary, at no additional charge, irrespective of the cause. All parks, sport fields and other green areas that are part of the City Facilities will be serviced within 24 hours of notification from the Contract Officer or Consultant's staff, in addition to being serviced as provided in the approved treatment plan and service schedule.

2. All treatments will be carried out by Consultant's specialized in-house gopher technician team. These are skilled, fully licensed and experienced pest control professionals using approved products and techniques.

3. Consultant will employ industry leading, specialized equipment for these services, to accomplish control in the landscape. Consultant will emphasize human, non-human target safety and the humane treatment of animals. Consultant will implement and fine-tune site-specific control services to maintain control of the gopher problem. This escalation and treatment process will be fine-tuned in dialogue with and subject to approval of the Contract Officer.

4. Consultant will also monitor each location to identify all early-stage signs of gopher activity, and will schedule regular inspections by its technicians to monitor outbreaks and prevent further damage from happening, as

gophers can and will migrate from surrounding properties and new damage can occur in as little as one day.

5. Gopher control measures may include any of the following, as determined by the Contract Officer following recommendation from Consultant: (i) Trapping program: install and check traps for gophers (non-toxic); (ii) Chase repellent: CastorOil USP, Sodium Lauryl Sulfate, Corn Cob Granules (least toxic); (iii) Rozol: Chlorophacinone (low toxicity); (iv) Burrow-X machine: Carbon Monoxide is pumped into below-ground tunnels; Uses smoke oil to show where gas travels; one of the safest and most effective measures, but can only be used outside 100' of any occupied structure.

J. Emergency/After-Hours Services.

1. Consultant will have a dedicated City team available to respond, including having field crews on-site, within one hour of the Contract Officer's request (for Regular Services) or approved Task Proposal (for On-Call Services), unless a longer time is allowed by the Contract Officer, to any pest-related emergency incident (as determined by the Contract Officer) that occurs during normal City business hours.

2. If a pest-related emergency incident (as determined by the Contract Officer) occurs outside normal City business hours, the City will have access to make a request for the emergency services via a dedicated 24/7 emergency hotline, as well as via Consultant's dedicated support email. Consultant must respond, including having field crews on-site, within three (3) hours of Contract Officer's request (for Regular Services) or approved Task Proposal (for On-Call Services), unless a longer time is allowed by the Contract Officer.

3. If Contractor cannot be notified or does not respond in a timely manner to any request for emergency services, the City may respond as necessary to address the issue in its discretion, and all City costs of so responding shall be charged to Consultant.

II. Consultant will perform the following services on an on-call basis pursuant to Section III of this Exhibit, below (the "On-Call Services"):

A. Fumigation of structures when necessary for the control of termites.

B. Control of bees, wasps and hornets.

1. Whenever feasible, Consultant will relocate bee hives to a safe and suitable location away from human dwellings rather than killing the bees. Only if relocation is not feasible will Consultant consider appropriate treatment methods in compliance with applicable laws and regulations.

2. Removal of hives will include Consultant cleaning and painting the inside of the void to eliminate pheromones and other attractive odors, repairing any structure Consultant needs (and is approved by the Contract Officer to) damage in order to access the honeycomb, sealing the immediate area so that bees cannot return to the same void again, and granting the City a warranty of the area including any bee work which may need to be performed on that same area and within a 5-foot radius of it for one year from the date on which the removal is performed.

3. Consultant will always conduct a thorough assessment of each site before beginning any removal operation, identifying the type of bees, their behavior, and potential risks to develop an appropriate removal strategy for every site.

4. Each bee observation/report will be inspected and assessed by Consultant's experts. Consultant will provide its technicians performing bee removal with modern up to date personal protective equipment (PPE) such as bee suits, gloves, and veils. The location of the beehive shall be cautioned off with the use of cones or caution tape.

5. All technicians that perform bee, wasp or hornet removal services shall be trained and certified in bee, wasp or hornet removal techniques and safety protocols. Consultant will dedicate a pool of bee, wasp and hornet specialists for the City; this team will have in-depth knowledge of specific local preconditions.

C. Bird removal. Consultant shall remove birds rather than killing them.

D. Mosquito abatement.

E. Pest control services involving other types of animals that are not included or described in Section I.B of this Exhibit "A," including removal of raccoons and coyotes.

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

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C, 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."

1. For emergency On-Call Services, Consultant shall complete the Task Proposal within one hour of Consultant's request.

2. For non-emergency On-Call Services, Consultant shall complete the Task Proposal within one City business day.

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

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

IV. All use of pesticides by Consultant shall comply with the "Records/Reports/Requirements for Use of Pesticides" set forth in the City's RFP No. 24-011.

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

A. N/A

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

A. All findings of the initial assessment will be presented to the City in a written report.

B. Consultant will maintain detailed records of all pest control activities in each location, including inspections, treatments performed (including chemicals and materials used), findings, recommendations, and current status. Consultant's reporting template uses a "traffic light system" employing the colors of a traffic signal (red, yellow/amber, and green) to visually communicate the pest control status or health of certain key performance indicators (KPIs) or metrics per the City Facilities. This document gives the City a clear indicator on what green areas are challenged and where and what treatment is ongoing. Separate reports meeting these criteria will be provided for gopher activity. The City will also be given access to Consultant's online portal, where status per City Facility can be tracked.

C. Throughout the service process, Consultant will maintain clear and regular communication with the Contract Officer. Consultant will provide updates on the progress of the treatment, explain any necessary posttreatment precautions or recommendations, and address any questions or concerns raised. Consultant will schedule monthly performance reviews with the City to assure full alignment. During monthly performance reviews, Consultant will go through the monthly report containing the following information: (i) status per City Facility; (ii) IPM

threshold level per City Facility; (iii) treatments conducted per City Facility; (iv) post-treatment reporting.

D. All pest control activity per City Facility will be registered in a report that will be presented to the City once a month summarizing chemicals used, amount used, date, location, and applicator name.

E. After each pest control service, a service evaluation report will be compiled and sent to the City, detailing areas treated, chemicals and materials used and any observations or information with regards to pest activity that should be conveyed.

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

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

A. Dennis Lai, Los Angeles County Branch Manager

B. Ramon Salas, Field Supervisor

C. Luis Mejia, Field Supervisor

D. Luis Viramontes, Service Technician

E. Consultant's technicians performing services pursuant to this Agreement will receive regular support from supervisors in Consultant's South San Diego Branch, and the team will also be supported by and consult with Consultant's certified in-house entomologists to soundboard and fine-tune the treatment plan for each site.

IX. All Consultant personnel performing services in the City pursuant to this Agreement shall maintain all required licenses, wear uniform shirts with Consultant's name or logo printed on them, and wear reflective safety vests while working within the roadway or rights-of-way. All uniforms shall be kept clean and professional-looking and shall be replaced by Consultant as wearing/fading occurs, or as requested by the City's Contract Officer.

X. All Consultant vehicles used to perform services in the City shall be of one color with Consultant's name or logo identified. All Consultant vehicles and equipment shall be in good condition and appearance and shall display a sign on the vehicle while working on City property indicating Consultant is "Under Contract with the City of Carson." This sign shall be visible at all times.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 3.4 (Term) is amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, in its sole discretion, extend the Term for up to two (2) additional one (1) year extension periods at the same rates specified in Exhibit "C" (Schedule of Compensation).***"

II. A new Section 3.5 (Liquidated Damages) is added, to read as follows:

"3.5 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, failure of Consultant to adhere to any of the following shall subject Consultant to liquidated damages as specified below. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by Consultant. The liquidated damages are in addition to all other remedies of the City, including the right to deduct costs/charges of services not performed as required from monthly payments and the right to issue a notice of default and termination of this Agreement for cause if any default is not cured within the required time period specified in the notice of default.

1. Schedule Failure: Failure of Consultant to adhere to approved regular work schedules resulting in untimely services shall subject Consultant to liquidated damages in the amount of $100.00 per calendar day, per individual location, which may be deducted from the usual monthly payment for each location not timely serviced.

2. Reporting Failure: Consultant shall be subject to liquidated damages in the amount of $100.00 for each workday delay in submitting any required record or report, which may be deducted from the usual monthly payment for each required record or report not timely submitted.

3. Performance Failures: Failure of Consultant to provide any services in accordance with the specifications and requirements of this Agreement shall subject Consultant to liquidated damages in the amount of $100.00 per calendar day, per individual location, until the violation is corrected, which may be deducted from the usual monthly payment for each location not properly serviced.

Notwithstanding the above, in the case that work scheduled for performance on less than a daily basis is not performed as scheduled or does not meet the quality standards of the City, the City (via the Contract Officer), in its sole discretion, may allow Consultant to correct the deficiency without penalty either during the next scheduled work shift or by a time promptly thereafter as may be mutually agreed upon in writing (the "Extension Deadline"). In that event, if the deficiencies are then not corrected as required, the City will impose and deduct liquidated damages at the rates specified above commencing from the missed Extension Deadline."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Regular Services for the flat fixed fee of $3,905 per month, inclusive of any and all Consultant expenses.

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

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

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

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 $154,638 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rate for all On-Call Services is $110 per hour required to perform the services on-site.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Regular Services timely in accordance with the service schedule developed by the Consultant and approved by the Contract Officer, provided the schedule shall include two regular service visits (including inspection and treatment) per month for each City Facility, as more particularly detailed in Exhibit "A". The schedule developed by Consultant and approved by the Contract Officer shall include specific dates and times for all such regular service visits.

II. Consultant shall perform all On-Call Services timely in accordance with the applicable approved Task Proposal.

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

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No.2024-0435.pdf

File #: 2024-0435, **Version:** 1

Report to Mayor and City Council

Tuesday, September 03, 2024

Consent

SUBJECT:

CONSIDERATION OF RESOLUTION NO. 24-061, TO CREATE PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE (CITY COUNCIL)

I. SUMMARY

On February 12, 2024, a preferential parking zone petition was received from a representative of the residential neighborhood located on Shadwell Street, between Figueroa Street and Caroldale Avenue (Exhibit 1, Location map and Exhibit 2, Aerial view of existing conditions).

Article III, Chapter 2.5 of the Carson Municipal Code (CMC) titled “Preferential Parking Zones” (Exhibit 3) states that the City of Carson has the authority to create permit parking zones if necessary to alleviate serious problems in certain residential areas of the city where the parking of vehicles on streets by nonresidents of the immediate area has resulted in neighborhood decline.

CMC Section 32502 sets out the procedure for preferential parking zone requests. The petition that was received by Public Works followed the procedure set out by CMC and meets the requirement for minimum number of signatures. A parking utilization survey was conducted on Saturday, March 9, 2024 and Tuesday, March 12, 2024. During the utilization study, approximately 81% of on-street spaces were occupied by a vehicle.

The Public Works Commission held a public hearing on May 13, 2024, and now the Commission is recommending approval of the permit parking zone on the north side of Shadwell Street between Figueroa Street and Caroldale Avenue and on the east side of Caroldale Avenue for the southernmost 100 feet of the 22400 block, to prohibit parking on all days between the hours of 4:00 p.m. and 8:00 a.m. unless a city-issued permit is displayed on the vehicle. Resolution 24-061 would establish the requested preferential parking zone (Exhibit No. 4).

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 24-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE

III. ALTERNATIVES

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

IV. BACKGROUND

Chapter 2.5 of the Carson Municipal Code (CMC) titled "Preferential Parking Zones" (Exhibit 3) states that the City of Carson has the authority to create permit parking zones if necessary to alleviate serious problems in certain residential areas of the city where the parking of vehicles on streets by nonresidents of the immediate area has resulted in neighborhood decline. The zones are intended to alleviate problems at locations where the parking situation results in the inability of residents to park their vehicles reasonably close to their residences. To initiate the proceedings for the establishment of a permit parking zone, a petition must be submitted containing the signatures of at least 60 percent of the residents of all units of occupancy fronting the curbs proposed to be included in the zone. According to the provisions outlined in the code section 32502.2, a permit parking zone will be considered if more than 75 percent of the on-street spaces are occupied by a vehicle, and if the zone constitutes a self-contained area of parking supply and demand.

On February 12, 2024, a preferential parking zone petition was received from a representative of the residential neighborhood located on Shadwell Street, between Figueroa Street and Caroldale Avenue (Exhibit 1, Location map and Exhibit 2, Aerial Photo). Of the eleven homes fronting Shadwell Street on the north side of the street between Figueroa Street and Caroldale Avenue, representative signatures were collected from nine homes. These signatures represent 82% of the study area, and therefore, Shadwell Street between Figueroa Street and Caroldale Avenue have enough signatures to be eligible for a permit parking program.

On the south side of Shadwell Street, there are homes that are within a private development. These homes do not have Shadwell Street addresses, and each home has parking for two cars in their garage. However, if residents of these homes have more than two cars, they often park these on Shadwell Street. The proposed permit parking zone would not prohibit residents in these homes to continue to park on Shadwell Street, as the proposed permit parking zone does not restrict parking on the south side of the street.

After it was established that the number of signatures was sufficient for the study area, an analysis was conducted to determine if the technical criteria were satisfied to justify a permit parking zone according to Section 32502.2 of the CMC. There are two primary criteria for the evaluation: (1) if there is a high parking demand, defined as having more

than 75 percent of the on-street spaces occupied during the days and hours proposed for the restriction, and (2) if the zone is a self-contained area of parking demand and supply.

To evaluate the first criterion, parking utilization counts were taken on Saturday March 9, 2024 and Tuesday March 12, 2024 throughout the day to quantify what percentage of the 32 available parking spots were occupied on Shadwell Street between Figueroa Street and Caroldale Avenue. The results of the parking survey are summarized in Table 1. An average of the parking utilization is provided along with a weekly equivalent weighted average (WEA) which gives two times weight to measurements on Saturday to reflect weekend conditions and five times weight to measurements on Tuesday to reflect weekday conditions.

Table 1

Number of Vehicles Parked

Time Frame	Sat 3/9	Tues 3/12	Average	WEA
12:00 am - 4:00 am	95%	75%	85%	81%
4:00 am - 8:00 am	96%	68%	82%	76%
8:00 am - 12:00 pm	82%	51%	66%	60%
12:00 pm - 4:00 pm	89%	59%	74%	68%
4:00 pm - 8:00 pm	80%	65%	73%	70%
8:00 pm - 12:00 am	91%	76%	84%	80%
Petition Time Frame				
4:00 pm - 8:00 am	91%	71%	81%	77%

As the threshold for justifying a permit parking program is 75 percent, the table indicates that the program would be justified during the petition time frame of 4:00 p.m. - 8:00 a.m. but would not be justified during the times of 8:00 a.m. - 4:00 p.m. It is recommended, therefore, that the permit program should be applicable to the time period every day beginning at 4:00 p.m. and ending at 8:00 a.m.

With regard to the second criterion, the CMC states that a permit parking zone should constitute a self-contained area of parking demand and supply, which is defined as “an area of sufficient size to allow for resident parking, using boundaries such as major streets, nonresidential land uses, transition to higher or lower density residential areas, and water bodies and other natural features.” Figueroa Street to the west and the Caroldale Learning Community school to the east provide boundaries to the parking area. The requested permit parking zone would, therefore, be consistent with the CMC requirement that the zone should constitute a self-contained area.

If Resolution No. 24-061 is adopted, this segment of Shadwell Street and Caroldale Avenue will become Preferential Permit Parking Zone “H.” A city-wide map showing the

locations of existing preferential permit parking zones is included as Exhibit 5. Detailed views of each of the existing preferential permit parking zones A-G are included as Exhibit 6.

V. FISCAL IMPACT

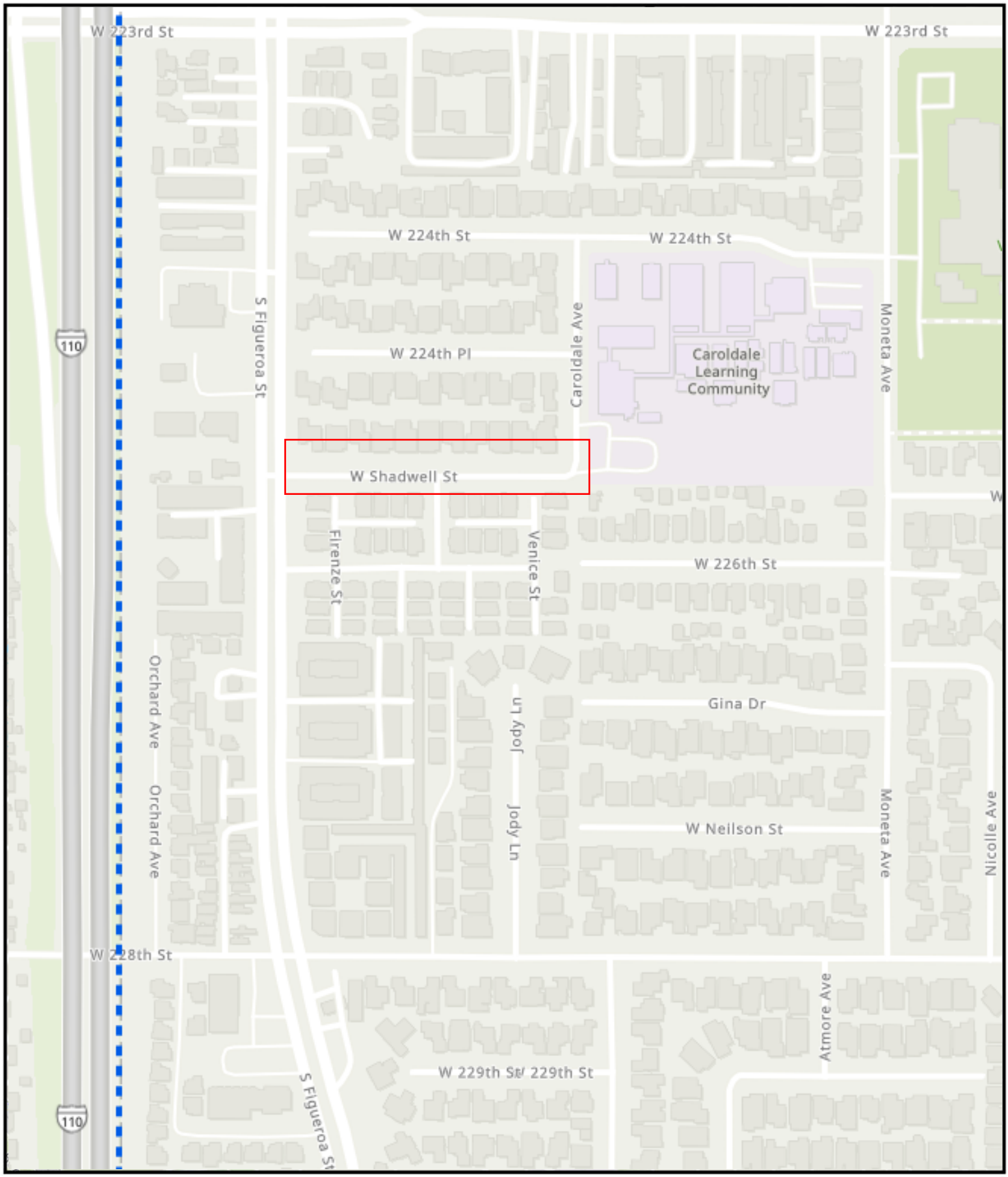
The estimated cost to establish the preferential parking zone and implement the permit parking program is approximately $6,000.00. This expense includes installation of signs and setup, with some costs being recovered through permit fees collected from residents. The Business License department will handle permit issuance, with the current fee structure set at $60.00 for registration and $20.00 per vehicle decal. Please note that these fees may be adjusted at the staff's discretion. As per municipal code 32502.2, residents will reimburse the City for these costs. Funding for sign installation is available in the Public Works Sign Maintenance budget (account no. 101-80-840-280-6009). Permit fees will cover the associated costs, unless waived by the City Council. Additionally, revenue may be generated through parking citations.

VI. EXHIBITS

1. Location Map (pg. 5)
2. Aerial Photo (pg. 6)
3. Carson Municipal Code, Section 2.5 (pgs. 7-10)
4. Resolution No. 24-061 (pgs. 11-12)
5. Preferential Permit Parking Map (pg. 13)
6. Preferential Permit Parking Zones A-G (pg. 14)

Prepared by: Dr. Arlington Rodgers Jr., Director of Public Works, Gilbert Marquez, City Engineer John Merrill, Traffic Engineer, and Ian Holst, Associate Civil Engineer

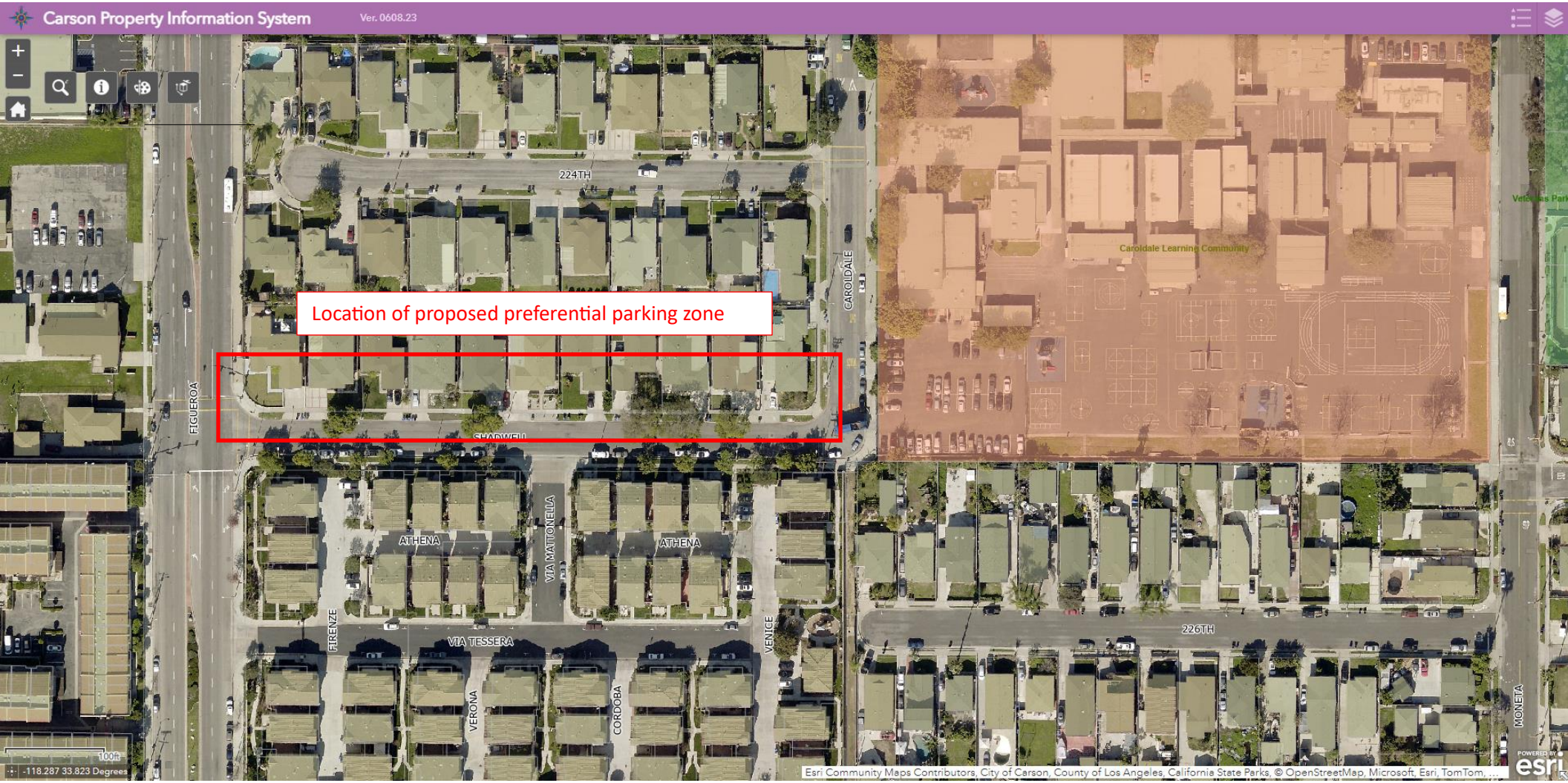
EXHIBIT NO. 1



Location Map
Proposed Permit Parking Zone H
Shadwell Street - Figueroa Street to Caroldale Avenue and portions of Caroldale Avenue

City of Carson

EXHIBIT NO. 2: Aerial Photo



HAPTER 2.5
PREFERENTIAL PARKI G ZO ES

Sections:

§ 32500 S ort Title.

§ 32501 Purpose.

§ 32502 Establishment and Termination of Preferential Parking Zones.

§ 32502.1 Petition Forms.

§ 32502.2 Establishment of a Preferential Parking Zone.

§ 32502.3 Termination of a Preferential Parking Zone.

§ 32502.4 Preferential Parking Zones Near National Training Center.

§ 32503 Permits – Issuance.

§ 32504 Permits – Fees.

§ 32505 Permits – Display.

§ 32506 Permits – Revocation.

§ 32507 Notice of Preferential Parking Zones.

§ 32508 Enforcement Hours.

§ 32509 Parking Privileges of Permit Holders.

§ 32510 Designation of Zones.

§ 32511 Exemptions.

§ 32512 Violations.

32500 Short Title.

This Chapter shall be known as, and may be cited as the “Preferential Parking Code.” (Ord. 92-987, § 1)

32501 Purpose.

This Chapter is enacted pursuant to authority granted by Sections 22507 and 22507.5 of the California Vehicle Code. Preferential parking zones are necessary to alleviate serious problems in certain residential areas of the City due, in part, to the parking of motor vehicles on streets by nonresidents of the immediate area for extended periods of time and the nonuse of available public transit alternatives to automobile travel by nonresidents which has resulted in neighborhood decline in affected areas because of traffic congestion, noise, air pollution, traffic hazards, and inability of residents to park their vehicles reasonably close to their residences. (Ord. 92-987, § 1)

32502 Establishment and Termination of Preferential Parking Zones

32502.1 Petition Forms.

The Department of Public Works shall provide petition forms for preferential parking zones upon the written request of any five (5) residents of a proposed zone, one (1) of whom shall be designated in the request as the official representative of the zone advocates. (Ord. 92-987, § 1)

32502.2 Establishment of a Preferential Parking Zone.

(a) Proceedings for establishment of a preferential parking zone may be initiated by petition containing the signatures of at least sixty (60) percent of the residents of all units of occupancy fronting curbs proposed to be included in the zone. The petition shall include a description of the proposed zone boundaries, the proposed restriction, and the days and hours the restriction is proposed to be effective. The petition shall state that all

ignators d ire to hav referential parking restrictions impose and that all signators are willing to pay associate administrative costs neces ary to establish such zone. Each signator shall affix their signature, printed name, and address to the petition which petition shall be circulated by the zone advocates. Not more than sixty (60) days after the petition form is provided by the Public Works Department pursuant to CMC 32502.1, the signed and completed petition shall be submitted to the Public Works Committee.

(b) The Public Works Committee shall set a place and time for a public discussion on the proposed zone. The Public Works Director shall mail notice of the hearing at least ten (10) days prior to the hearing to all property owners, residents, and other occupants within the proposed zone and within three hundred (300) feet of the boundaries of the proposed zone.

(c) Following public discussion, the Public Works Committee shall make a recommendation to the City Council regarding whether the preferential parking zone should be established. Following receipt of the recommendation of the Public Works Committee, the City Council shall, by resolution, determine whether the preferential parking zone shall be established. Said determination shall be based upon factors which may include but are not limited to, the following:

(1) High Demand: More than seventy-five (75) percent of the on-street spaces are occupied during the days and hours proposed for parking restriction; and

(2) Self Contained Area: The zone, alone or in combination with other existing or potential preferential parking zones, constitutes a self contained area of parking demand and supply. For purposes of this Section, “self contained area” shall mean an area of sufficient size to allow for resident parking, using boundaries such as major streets, nonresidential land uses, transition to higher or lower density residential areas, water bodies and other natural features; and using surveys of existing conditions to determine the extent of the area impacted by nonresident parking.

(d) Each preferential parking zone shall be identified by a letter or combination of letters which shall be the official designation of the zone. (Ord. 92-987, § 1)

32502.3 Termination of a Preferential Parking Zone.

The City Council may terminate a preferential parking zone upon receipt of a petition calling for termination which has been received and transmitted by the City Clerk, and which contains the signatures and corresponding printed name and address representing a majority (fifty (50) percent plus one (1)) of the dwelling units in the zone. The City Council may also terminate a preferential parking zone, without submission of a petition requesting termination, by resolution setting forth the reasons for such termination which reasons may include, but are not limited to, changes in circumstances which led to the original establishment of the zone. (Ord. 92-987, § 1)

32502.4 Preferential Parking Zones Near National Training Center.

(a) Notwithstanding CMC 32502.2, the Public Works Director may initiate proceedings for the establishment of a preferential parking zone in a residential neighborhood near the National Training Center at California State University Dominguez Hills. The proceedings shall be initiated by the submission of a recommendation to the City Council.

(b) Following receipt of the recommendation of the Public Works Director, the City Council shall, by resolution, determine whether the preferential parking zone shall be established. The determination shall be based on the likelihood of extraordinary parking demand attributable to events at the National Training Center. If a preferential parking zone is established, the parking restrictions shall be in effect only on those days on which an event is held at the National Training Center.

(c) Each preferential parking zone established pursuant to this Section shall be identified by a letter or combination of letters that shall be the official designation of the zone.

(d) Preferential parking zones established pursuant to this Section may be terminated in accordance with the procedure set forth in CMC 32502.3. (Ord. 03-1283U, § 1; Ord. 03-1283, § 1)

32503 Permits – Issuance.

(a) Parking permits for preferential parking zones shall be issued by the Department of Finance. No more than one (1) permit shall be issued for each vehicle for which application is made. Each permit issued shall show by code, color or both, the particular preferential parking zone for which it has been issued and resident permits shall include the license plate number of the motor vehicle for which it was issued.

(b) Preferential parking permits for residents shall be issued only upon application of a legal resident of the established zone who is the registered owner or has exclusive use and control of the vehicle for which application is made. Proof of residency and ownership or exclusive use and control

hall be dem trated as determ ed by the F ance Director.

(c) The number of preferential parking permits, if any, that may be is ued pursuant to thi Chapter shall be determ ed and calculated as follows:

(1) Residents: No more than three (3) permits for residents shall be issued to any one (1) residence. Permits issued to residents shall remain valid while the applicant continues to reside at the address set forth on the application and remains the owner of the vehicle for which the permit is issued.

(2) Visitors: Not more than two (2) Visitor Preferential Parking Permits shall be issued to any one (1) residence for the use of visitors to the home of the applicant. Visitor permits shall remain valid while the applicant continues to reside at the address set forth on the application. (Ord. 92-987, § 1)

32504 Permits – Fees.

Applications for issuance of initial permits or transfer permits when the holder of a permit in one (1) zone moves to another zone and desires a permit for the new zone, or a replacement permit in the case of a lost or mutilated permit, shall be filed with the Department of Finance and shall be accompanied by the fee established by Resolution of the City Council. Fees may be prorated for periods of less than one (1) year except that no refund shall be issued for cancellation of a permit unless the zone is terminated by City Council action. The Director of Finance shall not issue a replacement permit unless the Director has received satisfactory evidence that the permit being replaced has been lost or mutilated. (Ord. 92-987, § 1)

32505 Permits – Display.

Preferential parking permits for residents shall be prominently displayed and firmly attached to the left side of the rear bumper of the vehicle for which the permit was issued. Permits for visitors shall be prominently displayed either on the left side of the rear window of the vehicle or hanging from the interior rear view mirror. (Ord. 92-987, § 1)

32506 Permits – Revocation.

(a) The Director of Finance is authorized to revoke the preferential parking permit of any person found to be in violation of any of the provisions of this Chapter and, upon written notification, that person must surrender the permit to the Director or prove its destruction or disfigurement to the Director’s satisfaction.

(b) Any person whose preferential parking permit has been revoked shall not be issued a new permit for one (1) calendar year following revocation and must submit a new application and pay the fee required for a new permit. (Ord. 92-987, § 1)

32507 Notice of Preferential Parking Zones.

The Public Works Director shall place and maintain, or cause to be placed and maintained, on each street or portion of street designated to be within a preferential parking zone, appropriate signs giving notice that vehicles must display preferential parking permits and any applicable time limits for parking of vehicles without permits. (Ord. 92-987, § 1)

32508 Enforcement Hours.

Preferential parking in the zones established by the City Council shall be in effect on those days and during those hours as shall be determined by the City Council when the zone is established. (Ord. 92-987, § 1)

32509 Parking Privileges of Permit Holders.

Any vehicle properly displaying a valid preferential parking permit issued for that vehicle may be parked on any street or portion of street within the zone for which the permit was issued without being limited by the time restrictions imposed pursuant to this Chapter. Permit holders shall be subject to parking restrictions imposed pursuant to any other Chapter of the Carson Municipal Code or other state law provisions. Preferential parking permits shall not guarantee or reserve to the holder any specific on-street parking space. (Ord. 92-987, § 1)

32510 Designation of Zones.

The streets and/or portions of streets established as preferential parking zones for the purposes of this Chapter shall be designated by resolution of the City Council. (Ord. 92-987, § 1)

32511 Exemptions.

The following vehicles are exempt from the parking restrictions imposed pursuant to this Chapter:

(a) Vehicles in use for the construction or repair of any utility;

(b) Vehicles engaged in official government business;

(c) Vehicles from which persons or goods are being loaded or unloaded;

(d) Vehicles engaged in construction, repairs, or similar services on property within the preferential parking zone; or

(e) Emergency vehicles. (Ord. 92-987, § 1)

32512 Violations.

(a) No vehicle shall be parked or stopped adjacent to any curb in a preferential parking zone in violation of any posted restrictions during the time preferential parking is in effect, unless such vehicle shall have the permit prominently displayed in accordance with CMC 32505.

(b) No person shall falsely represent that he or she is eligible for preferential parking permit(s) or furnish false information in an application for a permit.

(c) No person shall park or leave standing in a preferential parking zone, any vehicle which displays a preferential parking permit issued for a different vehicle.

(d) No person shall park or leave standing in a preferential parking zone any vehicle which displays a facsimile or counterfeit preferential parking permit.

(e) No person whose preferential parking permit has been revoked shall refuse or fail to surrender the permit when requested to do so in writing by the Director of Finance.

(f) No resident or visitor preferential parking permit issued pursuant to this Chapter shall thereafter be assigned, transferred, sold or used for any consideration, monetary or otherwise. (Ord. 92-987, § 1)

The Carson Municipal Code is current through Ordinance 23-2303, passed May 2, 2023.

Disclaimer: The city clerk's office has the official version of the Carson Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: https://ci.carson.ca.us/
City Telephone: (310) 830-7600

Code Publishing Company

EXHIBIT NO. 4

RESOLUTION NO. 24-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE

WHEREAS, the residents of Shadwell Street submitted a petition requesting preferential permit parking on the block between Figueroa Street and Caroldale Ave; and

WHEREAS, the conditions in this area satisfy the City's criteria for establishing a permit parking zone; and

WHEREAS, the Public Works Commission has recommended approval of the request for a permit parking zone.

NOW, THEREFORE, be it determined by the City Council of the City of Carson, California, that:

Section 1. Preferential Parking Zone "H" is established pursuant to the provisions of Article III, Chapter 2.5 of the Carson Municipal Code and shall include the north side of Shadwell Street, from Figueroa Street to Caroldale Avenue and the east side of Caroldale Avenue for the southernmost 100 feet of the 22400 block.

Section 2. When signs are erected giving notice thereof, no person shall park any motor vehicle adjacent to any curb in Preferential Parking Zone "H" between the hours of 4:00 p.m. and 8:00 a.m. daily unless such vehicle has a Zone "H" Preferential Parking Permit prominently displayed in accordance with Section 32505 of the Carson Municipal Code.

Section 3. The Director of Public Works is directed to cause signs to be posted giving adequate notice of this regulation.

PASSED, APPROVED, and ADOPTED this 3rd day of September, 2024.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

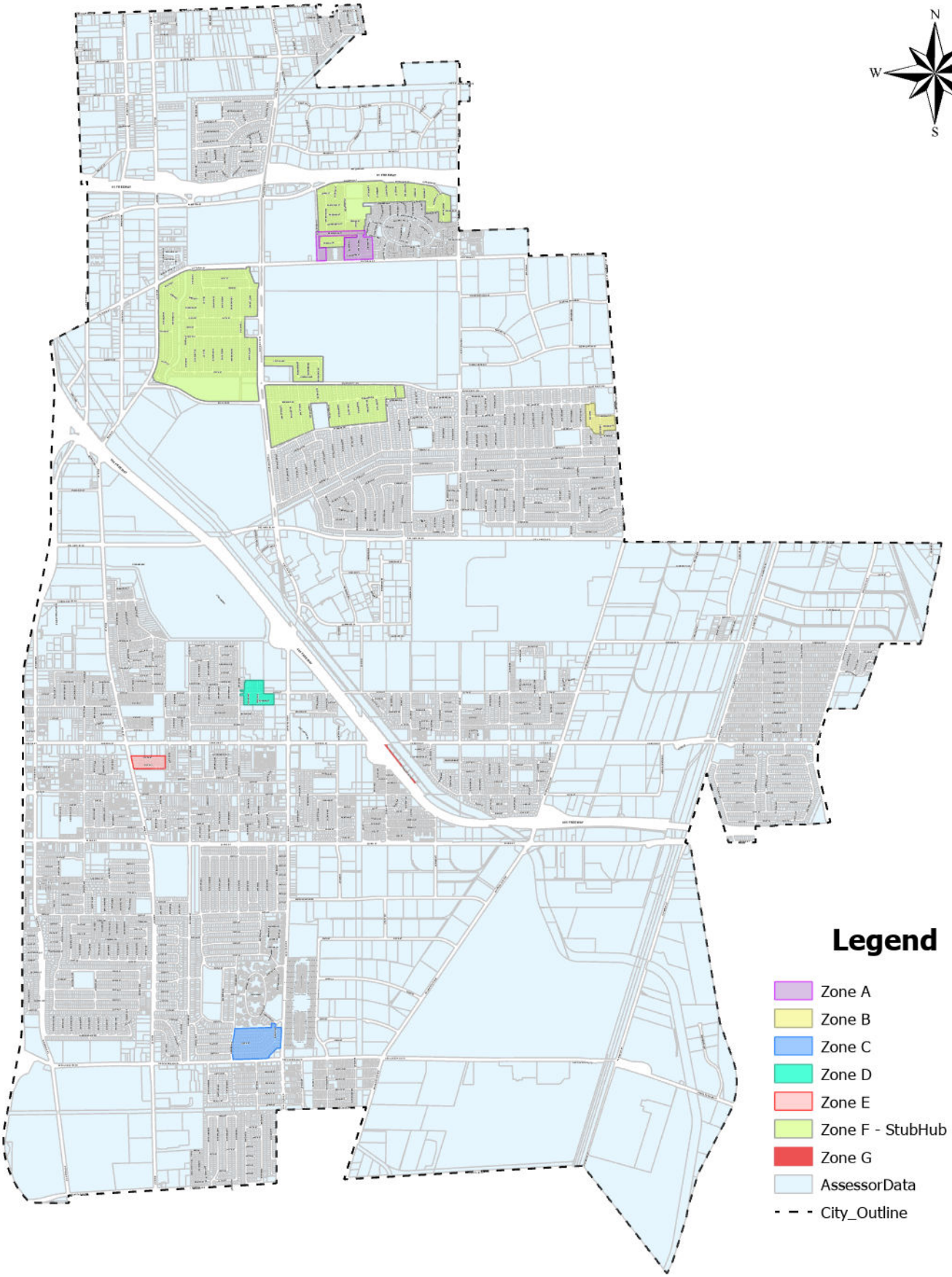
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-061 adopted by the City of Carson City Council at its meeting held on September 3, 2024, by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk

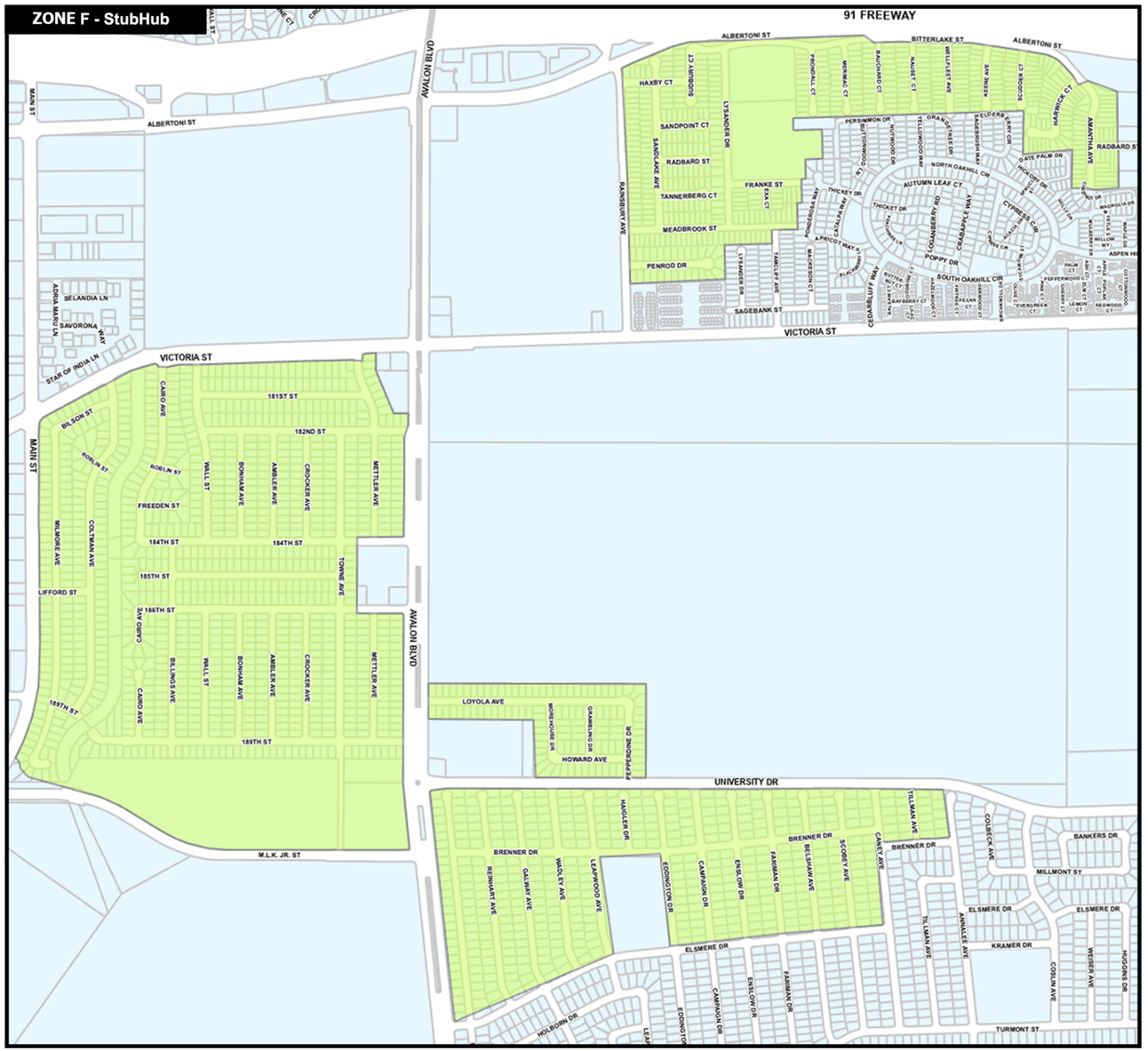
Preferential Parking Permit Map

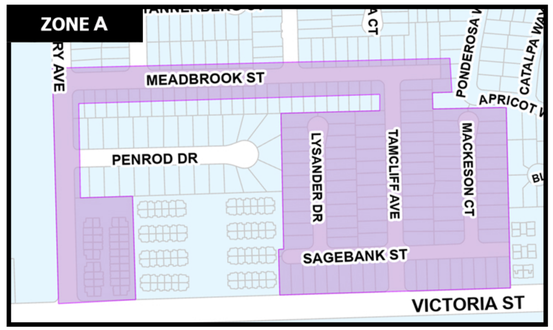


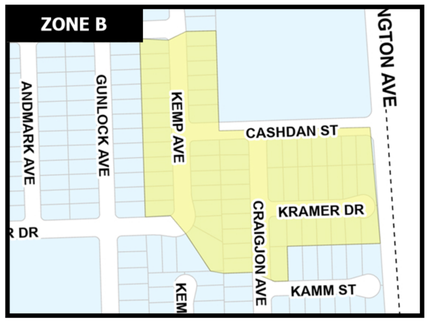
By: Bjing, 8/4/2024

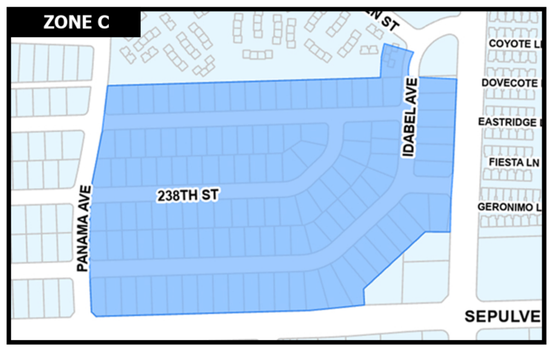
EXHIBIT NO. 6

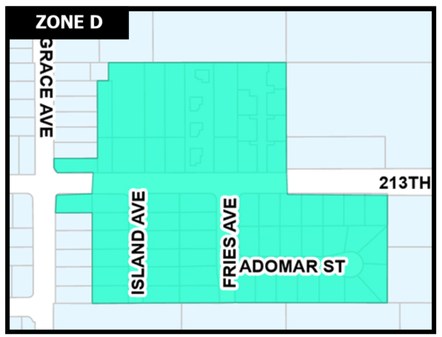
City of Carson Preferential Parking Map

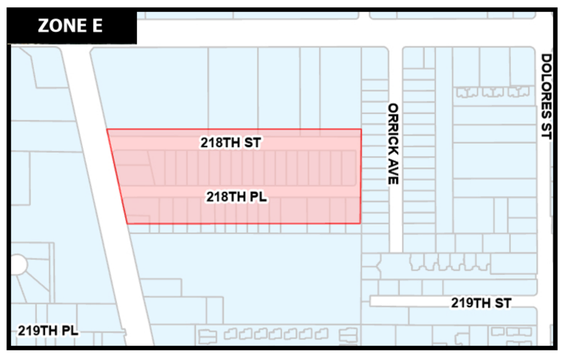


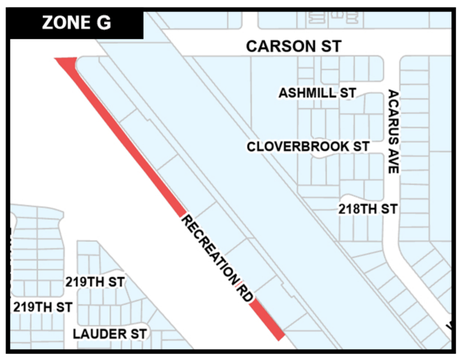












File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No.2024-0709.pdf

File #: 2024-0709, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PCN3, INC FOR PROJECT NO. 1726: COMMUNITY CENTER COURTYARD & EAST PARKING LOT (CITY COUNCIL)

I. SUMMARY

Project No. 1726: Community Center Courtyard & East Parking Lot, is listed in the City's CIP. The Invitation for Bids (IFB) No. 24-10 was advertised in the Daily Journal, and through the PlanetBids portal from June 6, 2024 to July 30, 2024. Three firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on July 30, 2024. The bid submitted by PCN3, Inc. was determined to be the lowest responsive and responsible bidder, with a total bid amount of $9,989,558.13

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract to the lowest responsive and responsible bidder, PCN3, Inc., Inc. for Project No. 1726: Community Center Courtyard & East Parking Project, in an amount not to exceed $9,989,558.13.

2. AUTHORIZE the Mayor to execute a Construction Contract with PCN3, Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.

2. DO NOT APPROVE the above recommendations. However, staff will not be able to

proceed with construction of the project.

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

IV. BACKGROUND

Project No. 1726: Community Center Courtyard & East Parking Lot, is listed in the City's CIP. The construction project involves grading a small portion of the landscaped mound for the proposed stage and audience area. The 1,000 square foot stage will be accompanied with an audience area for seating or other event features. To compliment the audience area, a new pergola will be installed adjacent to the audience section, abutting Hall A. As part of this project, the current courtyard outside of Room 107 will be remodeled and its footprint will slightly expand. The newly remodeled courtyard will have a waterfall feature with lighting accents and landscape features. A similar pergola will also be installed abutting Room 107. The entire site will have new lighting, decorative pavement and new landscape layout (Exhibit No. 1).

Included in this project is the reconfigured parking area at the east parking lot of the Carson Event Center. The project will eliminate the landscaped planter portion of the parking lot to allow an open flat area for outdoor events usually held in this section of the Community Center. The elimination of the raised landscaped area will not remove, nor will it reduce any of the parking stalls.

The City released IFB No. 24-10 and the project was advertised on PlanetBids and in Daily Journal for construction bid from June 6, 2024 to July 18, 2024. The bid opening was extended to July 30,2024 to address inquiries by prospective bidders.

Three bids were received and were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on July 30, 2024. The apparent lowest bidder, Pub Construction Inc., had errors on the summation of their bid. The true calculated bid amount verified by staff is $8,391,467.10 which is $18,854.90 more than the bid amount submitted by Pub Construction Inc. (Exhibit No. 2). On August 2, 2024, Pub Construction Inc., submitted a letter requesting to withdraw its bid (Exhibit No. 3).

Thereafter, PCN3, Inc., was eventually determined to be the lowest responsive and responsible bidder with a total bid in the amount of $9,989,558.13 (Exhibit No. 4).

The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1	Pub Construction Inc	Diamond Bar, CA	$8,372,612.20
2	PCN3, Inc.	Los Alamitos, CA	$9,989,561.90
3	Legion Contractors Inc.	Los Angeles, CA	$10,263,040.00

It needs to be noted here that PCN3, Inc.'s bid contained errors in tabulation of the subtotals using unit pricing. Staff rectified these errors to compute the actual, accurately calculated subtotals, resulting in a total project cost of $9,989,558.13; this is the reason PCN3, Inc.'s bid as submitted is different from the contract amount ($3.77 higher than the actual aggregate unit pricing). City is permitted to make such adjustments because the bid package states "the City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received" and "in case of variations between the unit price and the extended total, the unit price will prevail."

PCN3, Inc.. is a bonafide contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by PCN3, Inc., is in order, and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

The approximate timeline of this project is as follows:

Advertise for Construction Bid	June 6, 2024
Bid Opening	July 30, 2024
Approval of PS&E and Award of Contract	September 17, 2024
Contract Execution	September 4, 2024
PO Issuance	September 9, 2024
Start Construction	September 30, 2024
Complete Construction	June 2025

The project may experience delay depending on weather conditions and other unknown items and staff may have to adjust the schedule accordingly. Staff requests that the City Council award a construction contract to the lowest responsive and responsible bidder, PCN3, Inc., in the amount of $9,989,558.13.

If any unforeseen construction work such as substructure conflicts, lead containing materials removal and disposal, material testing shall arise, resulting in a need to execute change orders, staff will bring the matter to Council and ask for additional funds at that time.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is $9,989,558.13.

The total project cost is included in the FY 2024-2025 CIP budget utilizing CIP-General Fund Account 101-99-999-904-8008.

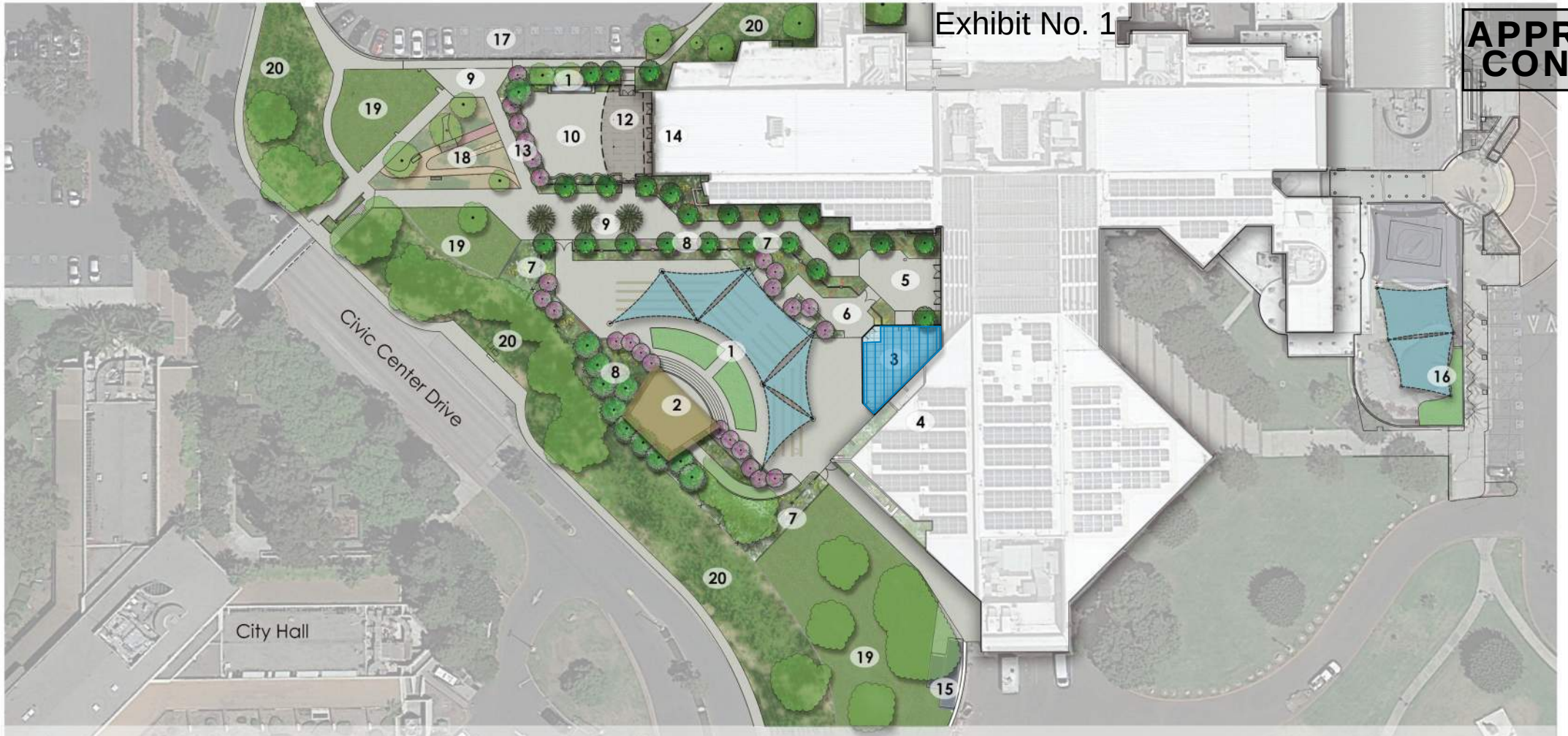
VI. EXHIBITS

1. Concept Plans (pg. 5)
2. Bid Registry & Bid Results (pgs. 6-8)
3. Letter of Withdrawal of Bids (pg. 9)
4. Bid Submittal (pgs. 10-45)
5. Construction Contract (pgs. 46-85)

Prepared by: Dr. Arlington Rodgers Jr., Public Works Director and Raymond Velasco, PE, Public Works Operations Manager

Exhibit No. 1

APPROVED CONCEPT



1	Large Outdoor Event Venue	6	Event Lobby	11	Water Sensory Wall	16	Additional Daycare Shade & Turf
2	Covered Stage	7	8' Events Fencing	12	Shade Pergola	17	Existing Parking
3	Atrium With Retractable Walls	8	Screen & Buffer Planting	13	8' Privacy Wall	18	Existing Succulent Garden
4	Adjoining Inside Event Hall A	9	Plaza	14	Adjoining Inside Event Room 107	19	Lawn
5	Entry Plaza & Queuing Area	10	Small Outdoor Event Venue	15	Event Storage Containers	20	Existing Landscape

ADL Planning Associates
Urban Planning and Landscape Architecture

CONCEPTUAL PLAN
COMMUNITY CENTER IMPROVEMENTS
CITY OF CARSON, CA

Exhibit No. 2

CITY OF CARSON
BID REGISTER

City Clerk's Office RECEIVED 7-30-24 10:00 a.m. Dr

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-10 – PROJECT NO. PW1726 COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT*

BID OPENING DATE: *07-30-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	pub construction inc.	Darin Maddox	7/30/24 8:58a.m.	—	$ 8,372,612.20	
2.	PCN3, INC.	Ezzat Rouman	7/30/24 9:46a.m.	—	$ 9,989,561.90	
3.	Legion Contractors, Inc.	estimating@legioncontractors.com info@legioncontractors.com	7/30/24 9:56a.m.	—	$10,263,040.00	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials) Staff Present: RAYMOND VELASCO (Print Legibly) (RV) (Initials)

City Clerk: _____ (Signature) Deputy City Clerk PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

BID RESULTS FROM JULY 30, 2024

BID WITHDRAWN

	COMMUNITY CENTER COURTYARD - Prj No. 1726			PUB construction		License No. 788668	PCN3, Inc.		License No. 786518	Legion Contractors, Inc.		License No. 1061257
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST	SUBMITTED BID COST	UNIT COST2	ITEM COST2	SUBMITTED BID COST2	UNIT COST3	ITEM COST3	SUBMITTED BID COST22
1	Bonding, Insurance & Mobilization	1	LS	$500,000.00	$500,000.00		$350,700.00	$350,700.00		$350,000.00	$350,000.00	
2	Survey	1	LS	$59,940.00	$59,940.00		$40,800.00	$40,800.00		$75,000.00	$75,000.00	
3	Site Access & Temporary Fencing	1	LS	$18,000.00	$18,000.00		$160,200.00	$160,200.00		$50,000.00	$50,000.00	
4	Demolition, Removal & Haul	1	LS	$480,000.00	$480,000.00		$286,800.00	$286,800.00		$375,000.00	$375,000.00	
5	Renovate East Parking Lot	1	LS	$222,000.00	$222,000.00		$623,448.00	$623,448.00		$600,000.00	$600,000.00	
6	Erosion Control	1	LS	$24,000.00	$24,000.00		$60,000.00	$60,000.00		$50,000.00	$50,000.00	
7	Grading	1	LS	$120,000.00	$120,000.00		$367,200.00	$367,200.00		$400,000.00	$400,000.00	
8	Drainage	1	LS	$966,756.00	$966,756.00		$327,600.00	$327,600.00		$300,000.00	$300,000.00	
9	LID/Stormwater Treatment	1	LS	$267,000.00	$267,000.00		$240,000.00	$240,000.00		$250,000.00	$250,000.00	
10	Low Retaining Walls	770	LF	$660.00	$508,200.00		$540.37	$416,084.90	$416,088.00	$350.00	$269,500.00	
11	8’ Tall Screen Walls	170	LF	$600.00	$102,000.00		$690.49	$117,383.30	$117,384.00	$400.00	$68,000.00	
12	4’ Control Panel Walls	30	LF	$600.00	$18,000.00		$540.00	$16,200.00		$400.00	$12,000.00	
13	Water Feature (Water Wall)	1	LS	$78,000.00	$78,000.00		$304,872.00	$304,872.00		$500,000.00	$500,000.00	
14	Concrete Stage Paving and Steps	1	LS	$60,000.00	$60,000.00		$43,200.00	$43,200.00		$150,000.00	$150,000.00	
15	ADA Ramp (Stage Access)	33	LF	$750.00	$24,750.00		$967.27	$31,919.91	$31,920.00	$1,000.00	$33,000.00	
16	Concrete A/V Pads	2	EA	$7,200.00	$14,400.00		$18,000.00	$36,000.00		$10,000.00	$20,000.00	
17	Seatwalls & Raised Planter Walls	54	LF	$840.00	$45,360.00		$900.58	$48,631.32	$48,631.20	$1,000.00	$54,000.00	
18	Poligon Stage Cover Structure	1	LS	$240,000.00	$240,000.00		$794,415.60	$794,415.60		$600,000.00	$600,000.00	
19	Large Shade Sail Structure	3	EA	$243,242.40	$729,727.20		$56,000.00	$168,000.00		$200,000.00	$600,000.00	
20	Daycare Shade Sail Structures	1	LS	$183,313.20	$183,313.20		$432,000.00	$432,000.00		$120,000.00	$120,000.00	
21	Small Courtyard Louvered Pergola	1	LS	$76,800.00	$76,800.00		$312,000.00	$312,000.00		$350,000.00	$350,000.00	
22	Large Venue Louvered Pergola	1	LS	$96,000.00	$96,000.00		$240,000.00	$240,000.00		$400,000.00	$400,000.00	
23	General Lighting & Electrical	1	EA	$397,200.00	$397,200.00		$1,502,340.00	$1,502,340.00		$650,000.00	$650,000.00	
24	Concrete Paving “A” (4”, Broom Finish)	3,518	SF	$15.60	$54,880.80	$40,123.20	$24.00	$84,432.00		$40.00	$140,720.00	
25	Concrete Paving “B” (4”, TopCast # 5 Sandblast	13,534	SF	$20.40	$276,093.60		$36.00	$487,224.00		$70.00	$947,380.00	
26	Concrete Pavers (24”x24”)	3,240	SF	$78.00	$252,720.00		$48.00	$155,520.00		$40.00	$129,600.00	
27	Concrete Pavers (4”x24”)	4,687	SF	$72.00	$337,464.00		$48.00	$224,976.00		$50.00	$234,350.00	
28	Concrete Repairs	400	SF	$36.00	$14,400.00		$84.00	$33,600.00		$100.00	$40,000.00	
29	8’ Tall Metal Fence	287	LF	$270.00	$77,490.00		$270.00	$77,490.00		$350.00	$100,450.00	
30	8’ Tall Decorative/Laser-Cut Metal Fence	223	LF	$2,265.60	$505,228.80		$2,265.60	$505,228.80		$2,200.00	$490,600.00	
31	8’ Tall Double Gates	5	EA	$41,502.00	$207,510.00		$41,502.00	$207,510.00		$45,000.00	$225,000.00	
32	Concrete Mow Curb & Under-Fence Header	530	LF	$30.00	$15,900.00	$12,300.00	$90.00	$47,700.00		$100.00	$53,000.00	
33	Directional Sign	1	LS	$36,000.00	$36,000.00		$33,600.00	$33,600.00		$20,000.00	$20,000.00	
34	Synthetic Turf (at Stage Area)	1,100	SF	$33.31	$36,641.00	$36,643.20	$30.00	$33,000.00		$40.00	$44,000.00	
35	Oval Precast Concrete Bench/Planter	3	EA	$9,480.00	$28,440.00		$11,760.00	$35,280.00		$15,000.00	$45,000.00	

BID RESULTS FROM JULY 30, 2024

BID WITHDRAWN

	COMMUNITY CENTER COURTYARD - Prj No. 1726			PUB construction		License No. 788668	PCN3, Inc.		License No. 786518	Legion Contractors, Inc.		License No. 1061257
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST	SUBMITTED BID COST	UNIT COST2	ITEM COST2	SUBMITTED BID COST2	UNIT COST3	ITEM COST3	SUBMITTED BID COST22
36	6' Precast Concrete Bench	8	EA	$1,560.00	$12,480.00		$3,840.00	$30,720.00		$15,000.00	$120,000.00	
37	20'x40' Prefab Storage Shed	1	EA	$180,000.00	$180,000.00		$231,600.00	$231,600.00		$75,000.00	$75,000.00	
38	Irrigation System	1	LS	$210,402.00	$210,402.00		$234,000.00	$234,000.00		$250,000.00	$250,000.00	
39	Disturbance and Replacement of Existing	1	LS	$72,000.00	$72,000.00		$19,320.00	$19,320.00		$50,000.00	$50,000.00	
40	Planting Area Prep & Fine Grading	11,185	SF	$1.44	$16,106.40		$0.42	$4,697.70		$5.00	$55,925.00	
41	Soil Prep/Amendments	11,185	SF	$1.14	$12,750.90		$1.08	$12,079.80		$5.00	$55,925.00	
42	Root Barrier	710	LF	$6.00	$4,260.00		$12.60	$8,946.00		$50.00	$35,500.00	
43	Palm Trees (Relocation from East Parking)	2	EA	$11,400.00	$22,800.00		$17,760.00	$35,520.00		$35,000.00	$70,000.00	
44	Palm Trees (15' BTH)	3	EA	$6,600.00	$19,800.00		$4,560.00	$13,680.00		$5,000.00	$15,000.00	
45	Trees (48" Box)	22	EA	$3,720.00	$81,840.00		$2,880.00	$63,360.00		$4,000.00	$88,000.00	
46	Trees (36" Box)	13	EA	$1,920.00	$24,960.00		$1,188.00	$15,444.00		$2,500.00	$32,500.00	
47	Trees (30" Box)	29	EA	$1,920.00	$55,680.00		$660.00	$19,140.00		$2,000.00	$58,000.00	
48	Trees (15 Gal)	3	EA	$360.00	$1,080.00		$306.00	$918.00		$2,000.00	$6,000.00	
49	Shrubs (1 Gal)	464	EA	$22.80	$10,579.20		$12.00	$5,568.00		$25.00	$11,600.00	
50	Shrubs (5 Gal)	289	EA	$66.00	$19,074.00		$37.20	$10,750.80		$60.00	$17,340.00	
51	Shrubs (15 Gal)	399	EA	$300.00	$119,700.00		$114.00	$45,486.00		$200.00	$79,800.00	
52	Groundcover (4" Pots)	2,870	SF	$9.60	$27,552.00		$2.10	$6,027.00		$25.00	$71,750.00	$71,700.00
53	Mulch (4" layer)	7,830	SF	$3.60	$28,188.00		$1.50	$11,745.00		$5.00	$39,150.00	
54	120-Day landscape maintenance period	1	LS	$24,000.00	$24,000.00		$10,200.00	$10,200.00		$25,000.00	$25,000.00	
55	Close-Out & As-Builts	1	LS	$24,000.00	$24,000.00		$15,000.00	$15,000.00		$10,000.00	$10,000.00	
56	Allowance	1	LS	$350,000.00	$350,000.00		$350,000.00	$350,000.00		$350,000.00	$350,000.00	
					$8,391,467.10	**$8,372,612.20**		**$9,989,558.13**	**$9,989,561.90**		**$10,263,090.00**	**$10,263,040.00**
	total deviations					$18,854.90		calculated bid	($3.77)		calculated bid	$50.00
						True calculated bid is higher than			*True calculated bid is Lower than*			*True calculated bid is higher than*

PUB
construction, inc.

August 2, 2024

To: Josilla Togiola, Purchasing Manager
701 East Carson Street, Carson, California 90745

Subject: BID WITHDRAW OF **Project No. PW 1726**
Project Name: Community Center Courtyard (West) & East Parking Lot

Dear J. Togiola,

PUB Construction Inc. had initially submitted a Lump Sum Bid amounting to $ 8,372,612.20 on **Thursday, July 30, 2024, at 10:00 AM.**

However, upon further reviewing our numbers, it has come to our attention that a clerical error has been made when calculating our bid.

Due to this clerical error, along with evidence of said error(s) and under requirements specified in California Public Contract Code Section 10767, PUB Construction withdraws our bid effective on **Friday, August 2, 2024.**

Our sincerest apologies for any possible inconvenience this may pose.

Thank you,

Darin Maddox, Sr. Project Manager
PUB Construction, Inc.

23545 Palomino Drive, #104, Diamond Bar, CA 91765 T 909-455-0187 F 909-455-0188

BID DOCUMENTS

PROJECT NO. PW1726:
Community Center Courtyard (West) & East Parking Lot

To Be Submitted

WITH

Bid Package

BID
PROJECT NO.: PW1726
Community Center Courtyard (West) & East Parking Lot

BID LETTER (IFB-24-10)

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CITY'S PROJECT NO.: PW1726
TITLE: Community Center Courtyard (West) & East Parking Lot

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **160 working days** from the date the notice to proceed is issued by the Engineer.

BID SCHEDULE – (IFB-24-10)

PROJECT NO. 1726
Community Center Courtyard Improvements

(See Technical Provisions for complete Item Descriptions)

Bid Item	Description	Qty.	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	350,700.00	350,700.00
2	Survey	1	LS	40,800	40,800
3	Site Access & Temporary Fencing	1	LS	160,200	160,200
SITE CONSTRUCTION					
4	Demolition, Removal & Haul	1	LS	286,800	286,800
5	Renovate East Parking Lot	1	LS	623,448	623,448
6	Erosion Control	1	LS	60,000	60,000
7	Grading	1	LS	367,200	367,200
8	Drainage	1	LS	327,600	327,600
9	LID/Stormwater Treatment	1	LS	240,000	240,000
10	Low Retaining Walls	770	LF	540.37	416,088
11	8' Tall Screen Walls	170	LF	690.49	117,384.00
12	4' Control Panel Walls	30	LF	540.00	16,200
13	Water Feature (Water Wall)	1	LS	304,872.00	304,872.00
14	Concrete Stage Paving and Steps	1	LS	43,200.00	43,200
15	ADA Ramp (Stage Access)	33	LF	967.27	31,920

16	Concrete A/V Pads	2	EA	18,000	36,000
17	Seatwalls & Raised Planter Walls	54	LF	900.58	48,631.20
18	Poligon Stage Cover Structure	1	LS	794,415.60	794,415.60
19	Large Shade Sail Structure	3	EA	56,000	168,000.00
20	Daycare Shade Sail Structures	1	LS	432,000	432,000
21	Small Courtyard Louvered Pergola	1	LS	312,000.00	312,000.00
22	Large Venue Louvered Pergola	1	LS	240,000.00	240,000.00
23	General Lighting & Electrical	1	EA	1,502,340	1,502,340.00
24	Concrete Paving "A" (4", Broom Finish)	3,518	SF	24.00	84,432.00
25	Concrete Paving "B" (4", TopCast # 5 Sandblast Finish)	13,534	SF	36.00	487,224.00
26	Concrete Pavers (24"x24")	3,240	SF	48.0	155,520.00
27	Concrete Pavers (4"x24")	4,687	SF	48.00 ~~84.00~~ B.A.	224,976.00 ~~[illegible]~~ B.A
28	Concrete Repairs	400	SF	84.00	33,600.00
29	8' Tall Metal Fence	287	LF	270.00	77,490.00
30	8' Tall Decorative/Laser-Cut Metal Fence	223	LF	2,265.60	505,228.80
31	8' Tall Double Gates	5	EA	41,502	207,510.00
32	Concrete Mow Curb & Under-Fence Header	530	LF	90.00	47,700.00
33	Directional Sign	1	LS	33,600	33,600.00
34	Synthetic Turf (at Stage Area)	1100	SF	30.00	33,000.00
35	Oval Precast Concrete Bench/Planter	3	EA	11,760.00	35,280.00
36	6' Precast Concrete Bench	8	EA	3,840.00	30,720.00

37	20'x40' Prefab Storage Shed	1	EA	231,600.00	231,600.00
IRRIGATION					
38	Irrigation System	1	LS	234,000	234,000
PLANTING					
39	Disturbance and Replacement of Existing Landscape	1	LS	19,320	19,320.00
40	Planting Area Prep & Fine Grading	11,185	SF	0.42	4,697.70
41	Soil Prep/Amendments	11,185	SF	1.08	12,079.80
42	Root Barrier	710	LF	12.60	8,946.00
43	Palm Trees (Relocation from East Parking)	2	EA	17,760.00	35,520.00
44	Palm Trees (15' BTH)	3	EA	4,560.00	13,680.00
45	Trees (48" Box)	22	EA	2,880.00	63,360.00
46	Trees (36" Box)	13	EA	1,188.00	15,444.00
47	Trees (30" Box)	29	EA	660.00	19,140.00
48	Trees (15 Gal)	3	EA	306.00	918.00
49	Shrubs (1 Gal)	464	EA	12.00	5,568.00
50	Shrubs (5 Gal)	289	EA	37.20	10,750.80
51	Shrubs (15 Gal)	399	EA	114.00	45,486.00
52	Groundcover (4" Pots)	2,870	SF	2.10	6,027.00
53	Mulch (4" layer)	7,830	SF	1.50	11,745.00
54	120-Day landscape maintenance period	1	LS	10,200.00	10,200.00
55	Close-Out & As-Builts	1	LS	15,000.00	15,000.00

56	Allowance	1	LS	$350,000.00	$350,000.00

TOTAL BASE BID AMOUNT* (Project 1726):	Figures	9,989,561.90
	Words	Nine Million Nine hundred and eighty nine thousand five hundred and sixty one dollars and ninety cents

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY PCN3,INC

SIGNED _____ Brian Abghari DATE 7/16/24

BID

SCHEDULE OF BID ITEMS
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

BID

PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance and endorsements within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not a sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Section 20174 in the event of his failure or refusal

to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

f

Respectfully submitted,

PCN3, INC
Contractor's Business Name

Brian Abghari, President
Contractor Title

11082 Winners Circle, Unit B
Business Address: Street

Brian Abghari, President
By Title

Los Alamitos, CA 90720
City State Zip

License: 786518 Classification: A, B, C10, C51
Contractor's License No. and Classification

(562) 493-4124 ext. 402
Business Phone Number

July 18, 2024
Date

Brian Abghari, President
Name Title

11082 Winners Circle, Unit B
Residence: Street

Los Alamitos, CA 90720
City State Zip

(562) 493-4124 ext. 402
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS BID

The bidder _X_, proposed subcontractor _____ hereby certifies that he has ___, has not _X_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___, has not** X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of Los Angeles

Brian Abghari being first duly sworn, deposes and says that he or she is President of PCN3, INC the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

PCN3, INC.
NAME OF BIDDER

Brian Abghari
SIGNATURE OF BIDDER

11082 Winners Circle, Unit B
ADDRESS OF BIDDER

Los Alamitos, CA 90720
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 July 18, 2024 before me, Portia C. Moore, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian Abghari
Name(s) of Signer(s)

who 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.

PORTIA C. MOORE NOTARY PUBLIC · CALIFORNIA Los Angeles County Comm. #2343877 My Comm. Expires Jan. 27, 2025

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Non Collusion Affidavit
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari	Signer's Name: _____
☒ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT PCN3, Inc., as Principal,
and United States Fire Insurance Company, as Surety, are
held firmly bound unto the Owner, consisting of one or both of the following described public entities:

[X] ■ The City of Carson, California
[ ] ■ Successor Agency

in the sum of $10% of Total Amount Bid;
Ten Percent of Total Amount Bid DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

PROJECT NO.: PW**1726**
TITLE: **Community Center Courtyard (West) & East Parking Lot**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required insurance and bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 9th day of July, 20 24.

PCN3, Inc. (SEAL)	United States Fire Insurance Company (SEAL)
Principal	Surety
BY: Brian Abshari President	BY: Terah Lane
Signature	Signature Terah Lane, Attorney-In-Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 July 18, 2024 before me, Portia C. Moore, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian Abghari
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond
Document Date: July 9, 2024 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari	Signer's Name: _____
☒ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Acknowledgment

State of Iowa

County of Black Hawk

This instrument was acknowledged before me

on 7/9/2024 ,
date

by Terah Lane ,
Name(s) of Person(s)

NOTARIAL SEAL IOWA
Todd Douglas Johnston Jr.
Commission Number 856680
My Commission Expires
June 16, 2027

Signature of Notary Public

Todd Douglas Johnston Jr.
Iowa Notarial Seal

Notary Public
Title (or Rank of Military Personnel)

Commission Number: 856680

My Commission Expires: 06/16/2027

My commission expires June 16, 2027

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

87921

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark Richardson, Kevin Cathcart, Terah Lane, Michael Parizino, James A. Schaller, Rachelle Rheault, Jeri Apodaca, Heather Saltarelli, Kim Luu, Maria Guise, Leigh McDonough, Jessica Alvarado

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of July 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid **or $10,000, whichever is greater,** the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code, as part of the information submitted for that proposed subcontractor, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

Company Name DLR Associates — State License No. 1092044
Address: 1737 E Washington Blvd — Class C8
City State Zip Pasadena, CA 91104 — Portion of Work (%) 12%
Desc of Work to be Subcontracted Concrete + Masonry

Company Name FERREIRA — State License No. 985180
Address: 10370 Commerce Center Drive — Class A / C13
City State Zip Rancho Cucamonga, CA 91730 — Portion of Work (%) 6%
Desc of Work to be Subcontracted Fence + Gate

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Company Name National General Construction State License No. 1099259
Address: 600 Central Ave, Building H-# 105 Class C12/C21
City State Zip Lake Elsinore, CA 92530 Portion of Work (%) 5%
Desc of Work to be Subcontracted
Demolition and Grading

Company Name R.E. Schultz Construction, Inc State License No. 1007195
Address: 1767 N Batavia ST Class C61/D34
City State Zip Orange, CA 92865 Portion of Work (%) 1.7%
Desc of Work to be Subcontracted
Installation shade

Company Name Marina Landscape, Inc State License No. 492862
Address: 3707 W Garden Grove Blvd Class A/B/C27/C29/C36
City State Zip Orange, CA 92868 Portion of Work (%) 4.5%
Desc of Work to be Subcontracted
Irrigation + Landscape

Company Name _____ State License No. _____
Address: _____ Class _____
City State Zip _____ Portion of Work (%) _____
Desc of Work to be Subcontracted

Company Name _____ State License No. _____
Address: _____ Class _____
City State Zip _____ Portion of Work (%) _____
Desc of Work to be Subcontracted

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

CONSTRUCTION PROJECT REFERENCE

The bidder is required to supply the following information.
(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: PCN3, INC.

Address: 11082 Winners Circle, Unit B, Los Alamitos, CA 90720

Telephone: (562) 493-4124 ext. 402

Type of Firm: Corporation
(Individual, Partnership, or Corporation)

Contractor's State License Classification 786518 A, B, C10, C51 Expiration date 10/31/2024

Contractor's DIR No. 1000007827

Corporate organized under the laws of the State of California

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation Brian Abghari - President, Secretary, Treasurer and Manager

Number of years as a contractor in construction work of this type: 24 yrs.

Three projects of this type recently completed:

Project 1
Project Location Garden Grove, CA Contract Amount $13,970,000.00

Type of Project Moderinzation to Anderson & DeMille Elementary School for Westminster School District Date Completed May of 2023

Contact person Brian Johnson Phone Number (714) 894-7311

Project 2
Project Location San Bernardino, CA Contract Amount $25,822,000.00

Type of Project Modernization of 8 existing classroom buildings at the PacificHigh School Campus Date Completed July of 2023

Contact person Edd Olha Phone Number (951) 476-7299

Project 3

Project Location Cerritos, CA Contract Amount $9,313,000.00

Type of Project Reconstruction of building exterior and portions of interior at City of Cerritos Hall offices Date Completed February of 2022

Contact person Dario Simoes Phone Number (562) 916-1219

Bidder's Signature Brian Abghari

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature Brian Abghari

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

BIDDER'S ASSURANCE

FROM:

Name of Bidder: PCN3, INC.

Business Address: 11082 Winners Circle, Unit B
Los Alamitos, CA 90720

Telephone No: (562) 493-4129 ext. 402

TO:

Members of the Owner's Legislative Body
C/o City Hall
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Invitation for Bids for:

PROJECT NO.: PW**1726**
TITLE: **COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT**

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: Ezzat Rouman TITLE: Estimator

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM PCN3, INC

TITLE OF PERSON SIGNING President

SIGNATURE Brian Abghari

DATE 7/16/21

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A

PCN3
GENERAL ENGINEERING CONTRACTOR
11082 Winners Circle Unit B, Los Alamitos, CA, 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

BID
Project Labor Agreement
Letter of Assent

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: COMMUNITY CENTER COURTYARD (West) & EAST PARKING LOT, PROJECT NO. PW1726

Dear City Manager:

This is to confirm that PCN3, INC agrees to be party to and bound by the City of Carson Project Labor Agreement executed July 18, 2024 (Agreement), as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

PCN3, INC

By: Brian Abghari, President
(Name and Title of Authorized Executive)

Contractor's State License No: 786518

Project Name: Community Center Courtyard (West) & East Parking Lot

PCN3
GENERAL ENGINEERING CONTRACTOR
11082 Winners Circle Unit B, Los Alamitos, CA, 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

BID

CAL/OSHA CERTIFICATION COMPANY

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: COMMUNITY CENTER COURTYARD (West) & EAST PARKING LOT, PROJECT NO. PW1726

Dear City Manager:

This is to confirm that PCN3, INC has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely, PCN3, INC

By: Brian Abghari, President
(Name and Title of Authorized Executive)

Contractor's State License No: 786518

Project Name: Community Center Courtyard (West) & East Parking Lot, Project No. PW1726

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PCN3, INC.

2 Business name/disregarded entity name, if different from above

Same as above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11082 Winners Circle, Unit B, Los Alamitos, CA 90720

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	7	3	8	5	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 7/16/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ADDENDUM NO. 1

IFB NO. 24-10

PROJECT NO. PW 1726
COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT

July 17, 2024

TO ALL BIDDERS:

Addendum No. 1 provides the following information and is hereby incorporated into the IFB document by this reference.

1. 01 GENERAL PROVISIONS
    a. Revise Bid Due Date to Thursday, July 25, 2024 (page 1)
    b. Revise Bid Due Date to Thursday, July 25 (page 2)
    c. Revise Contractor's License to classification of "A" ONLY (page 4)

2. Q&A – Answers to Questions
    Question: Under section 30, Responsibility Criteria, it states that if a contractor does not meet all requirements, they may be deemed not responsible. If a contractor satisfies requirements a. and c. but has not completed 2 park projects in the last three years per requirement b, yet has completed multiple other projects valued between $4,000,000.00 and in excess $30,000,000.00, would this suffice to meet the city's requirements?
    Answer: Please submit you bid. The City will consider bids with similar experience.

Please sign below and attach this "Acknowledgment of Receipt" of Addendum 1 to submittal documents. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

Sincerely,

Shelly McGhee, Senior Buyer, on behalf of,
Josilla Togiola, Purchasing Manager
July 17, 2024

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: PCN3, INC

Authorized Signature: _____ Date: 7/29/24

ADDENDUM NO. 2

IFB NO. 24-10

PROJECT NO. PW 1726
COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT

July 18, 2024

TO ALL BIDDERS:

Addendum No. 2 provides the following information and is hereby incorporated into the IFB document by this reference.

1. Extend deadline for questions (RFI) to July 22, 2024 at 3:00 PM
2. Extend Bid Opening to July 30, 2024 at 10:00 AM
3. Add (Addendum#2) Prj1726CommCtrCourtyard&EastParkingLot-02SPECIAL PROVISIONS
    a. (*supersedes Prj1726CommCtrCourtyard-02 SPECIAL PROVISIONS_FINAL)*
4. Add CCC Bid Item Definitions 7-18-24b
5. Add CCC revised Bid Schedule 7-18-24b
    a. (supersedes Bid Schedule pages 22-24 of Prj1726CommCtrCourtyard-01 GENERAL PROVISIONS_FINAL)
6. Add CCC Revised BID Sheets 7-18-24
    a. (*supersedes Prj1726CommCtrCourtyard-Bid Set 5-31-24*)

Please sign below and attach this "Acknowledgment of Receipt" of Addendum 1 to submittal documents. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

Sincerely,

Josilla Togiola
Purchasing Manager
July 18, 2024

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: PCN3, INC

Authorized Signature: _____ Date: 7/29/24

PROJECT NO: PW1726 COMMUNITY CENTER COURTYARD ...

Addenda

✓ Jul 17, 2024 1 Addendum 1

✓ Jul 18, 2024 2 Addendum 2

✓ Jul 18, 2024 02 Addendum 2

✓ Jul 25, 2024 3 Addendum 3

Add CCC Bid Definitions 7-23-24 adl_rv Add CCC Bid Schedule 7-23-24 adl_RV Add CommCtr Prj1726 BiddingRFI 07-23-24 adl_rv (Answers to Questions)

CCC Bid Item Definitions 7-23-24 adl_rv.pdf
CCC Bid Schedule 7-23-24 adl_rv.pdf
CommCtr Prj1726 BiddingRFI 07-23-24 adl_rv.pdf

Received
7/29/24

✓ Jul 29, 2024 03 Q and A Set 1

Email History

Jun 20, 2024
Notice of Bid Update for PROJECT NO: PW1726 COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT (IFB 24-10)

Jun 24, 2024 Questions Due

Jul 16, 2024
Notice of Bid Update for PROJECT NO: PW1726 COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT (IFB 24-10)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
PCN3, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and PCN3, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. PW1726: Community Center Courtyard (West) & East Parking Lot ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any

conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Nine Million Nine Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and Thirteen Cents ($9,989,558.13)** ("**Contract Sum**") for completion of the work. The Contract Sum reflects the aggregate unit pricing submitted by Contractor as part of its Bid, not Contractor's actual Bid amount which was $3.77 higher than the aggregate unit pricing.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within One Hundred Sixty (160) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Raymond Velasco, P.E., Public Works Operations Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

PCN3, Inc., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 11082 Winners Circle, Unit B
Los Alamitos, CA 90720

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

BID SCHEDULE – (IFB-24-10)

PROJECT NO. 1726
Community Center Courtyard Improvements

(See Technical Provisions for complete Item Descriptions)

Bid Item	Description	Qty.	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	350,700.00	350,700.00
2	Survey	1	LS	40,800	40,800
3	Site Access & Temporary Fencing	1	LS	160,200	160,200
SITE CONSTRUCTION					
4	Demolition, Removal & Haul	1	LS	286,800	286,800
5	Renovate East Parking Lot	1	LS	623,448	623,448
6	Erosion Control	1	LS	60,000	60,000
7	Grading	1	LS	367,200	367,200
8	Drainage	1	LS	327,600	327,600
9	LID/Stormwater Treatment	1	LS	240,000	240,000
10	Low Retaining Walls	770	LF	540.37	416,088
11	8' Tall Screen Walls	170	LF	690.49	117,384.00
12	4' Control Panel Walls	30	LF	540.00	16,200
13	Water Feature (Water Wall)	1	LS	304,872.00	304,872.00
14	Concrete Stage Paving and Steps	1	LS	43,200.00	43,200
15	ADA Ramp (Stage Access)	33	LF	967.27	31,920

16	Concrete A/V Pads	2	EA	18,000	36,000
17	Seatwalls & Raised Planter Walls	54	LF	900.58	48,631.20
18	Poligon Stage Cover Structure	1	LS	794,415.60	794,415.60
19	Large Shade Sail Structure	3	EA	56,000	168,000.00
20	Daycare Shade Sail Structures	1	LS	432,000	432,000
21	Small Courtyard Louvered Pergola	1	LS	312,000.00	312,000.00
22	Large Venue Louvered Pergola	1	LS	240,000.00	240,000.00
23	General Lighting & Electrical	1	EA	1,502,340	1,502,340.00
24	Concrete Paving "A" (4", Broom Finish)	3,518	SF	24.00	84,432.00
25	Concrete Paving "B" (4", TopCast # 5 Sandblast Finish)	13,534	SF	36.00	487,224.00
26	Concrete Pavers (24"x24")	3,240	SF	48.0	155,520.00
27	Concrete Pavers (4"x24")	4,687	SF	48.00 ~~234.00~~	224,976.00 ~~234,350.00~~
28	Concrete Repairs	400	SF	84.00	33,600.00
29	8' Tall Metal Fence	287	LF	270.00	77,490.00
30	8' Tall Decorative/Laser-Cut Metal Fence	223	LF	2,265.60	505,228.80
31	8' Tall Double Gates	5	EA	41,502	207,510.00
32	Concrete Mow Curb & Under-Fence Header	530	LF	90.00	47,700.00
33	Directional Sign	1	LS	33,600	33,600.00
34	Synthetic Turf (at Stage Area)	1100	SF	30.00	33,000.00
35	Oval Precast Concrete Bench/Planter	3	EA	11,760.00	35,280.00
36	6' Precast Concrete Bench	8	EA	3,840.00	30,720.00

37	20'x40' Prefab Storage Shed	1	EA	231,600.00	231,600.00
IRRIGATION					
38	Irrigation System	1	LS	234,000	234,000
PLANTING					
39	Disturbance and Replacement of Existing Landscape	1	LS	19,320	19,320.00
40	Planting Area Prep & Fine Grading	11,185	SF	0.42	4,697.70
41	Soil Prep/Amendments	11,185	SF	1.08	12,079.80
42	Root Barrier	710	LF	12.60	8,946.00
43	Palm Trees (Relocation from East Parking)	2	EA	17,760.00	35,520.00
44	Palm Trees (15' BTH)	3	EA	4,560.00	13,680.00
45	Trees (48" Box)	22	EA	2,880.00	63,360.00
46	Trees (36" Box)	13	EA	1,188.00	15,444.00
47	Trees (30" Box)	29	EA	660.00	19,140.00
48	Trees (15 Gal)	3	EA	306.00	918.00
49	Shrubs (1 Gal)	464	EA	12.00	5,568.00
50	Shrubs (5 Gal)	289	EA	37.20	10,750.80
51	Shrubs (15 Gal)	399	EA	114.00	45,486.00
52	Groundcover (4" Pots)	2,870	SF	2.10	6,027.00
53	Mulch (4" layer)	7,830	SF	1.50	11,745.00
54	120-Day landscape maintenance period	1	LS	10,200.00	10,200.00
55	Close-Out & As-Builts	1	LS	15,000.00	15,000.00

56	Allowance	1	LS	$350,000.00	$350,000.00

TOTAL BASE BID AMOUNT* (Project 1726):	Figures	9,989,561.90
	Words	Nine Million Nine hundred eighty nine thousand five hundred and sixty one dollars and ninety cents

The Contract Sum is $9,989,558.13 reflecting the aggregate unit pricing submitted by Contractor as part of its Bid Schedule, not Contractor's actual Bid amount which was $3.77 higher than the aggregate unit pricing.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We, PCN3, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Nine Million Nine Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and Thirteen Cents ($9,989,558.13)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____	_____
Name	Street Number
_____	_____
Street Number	City and State
_____	_____
City and State	Telephone Number
_____	
Telephone Number	

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, PCN3, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Nine Million Nine Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and Thirteen Cents ($9,989,558.13)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No.2024-0708.pdf

File #: 2024-0708, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CALTEC CORP. FOR PROJECT NO. 1786: CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS (CITY COUNCIL)

I. SUMMARY

Project No. 1786 is part of the City's fiscal year 24/25 Capital Improvement Program (CIP). This project includes renovating all the bathrooms and kitchenettes on the ground floor and second floor of City Hall. (Exhibit No. 1)

The project was advertised in a newspaper of local circulation and through the PlanetBids portal from July 18, 2024 to August 5, 2024. Three (3) bids were received and opened at the City Clerk's Office. It was determined that CALTEC Corp. was the lowest responsive and responsible bidder, with a total bid amount of $1,697,000.00.

Staff is requesting City Council to award a Construction Contract to CALTEC Corp. for a not-to-exceed amount of $1,697,000.00.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract to CALTEC Corp., the lowest responsive and responsible bidder, for Project No. 1786: City Hall Bathroom and Kitchenette Renovations, in the amount of $1,697,000.00.
2. AUTHORIZE the Mayor to execute a Construction Contract with CALTEC Corp., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.

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

IV. BACKGROUND

Project No. 1786: City Hall Bathroom and Kitchenette Renovations is included in the City's Capital Improvement Program (CIP) list. The project includes renovating existing men's and women's restrooms and kitchenettes on the ground floor and second floor of city hall to meet current ADA standards. Demolition and design plans were prepared by the city's on-call consultant BOA Architecture.

The Invitation for Bids (IFB) was advertised in a newspaper of local circulation and through the PlanetBids portal from July 18, 2024 to August 5, 2024. Three (3) bids were received and opened at the City Clerk's Office on August 5, 2024. (Exhibit No. 2)

The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1	CALTEC Corp.	Westminster, CA	$1,697,000.00
2	MLC Constructors Inc.	Corona, CA	$2,030,430.00
3	MBC Enterprises Inc.	Huntington Beach, CA	$2,704,477.00

Staff reviewed the bids and determined that the lowest responsive and responsible bid was submitted by CALTEC Corp., with a total bid in the amount of $1,697,000.00. CALTEC Corp is a bona fide contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by Developers Surety and Indemnity Company is in order and was submitted with the bid. The project is subject to compliance with the City's Project Labor Agreement as stated in the bid packet, and the bid amount reflects the same.

The anticipated timeline for this project is as follows:

Award of Construction Contract:	September, 2024
Agreement executed by the City:	September, 2024
Start of construction:	October, 2024
Completion of construction:	February, 2025

The project may experience delays depending on material lead times, existing building

conditions, and other City Projects in adjacent areas, and staff may have to adjust the schedule accordingly. The project will also require City Staff adjacent to the renovations to have their workplace temporarily relocated.

Staff is requesting City Council to award a Construction Contract to CALTEC Corp., for a not-to-exceed amount of $1,697,000.00. (Exhibit No. 3).

If any unforeseen construction work such as substructure conflicts, lead containing materials removal and disposal, material testing shall arise, resulting in a need to execute change orders, staff will bring the matter to Council and ask for additional funds at that time.

V. FISCAL IMPACT

The construction bid amount for this improvement project is $1,697,000.00.

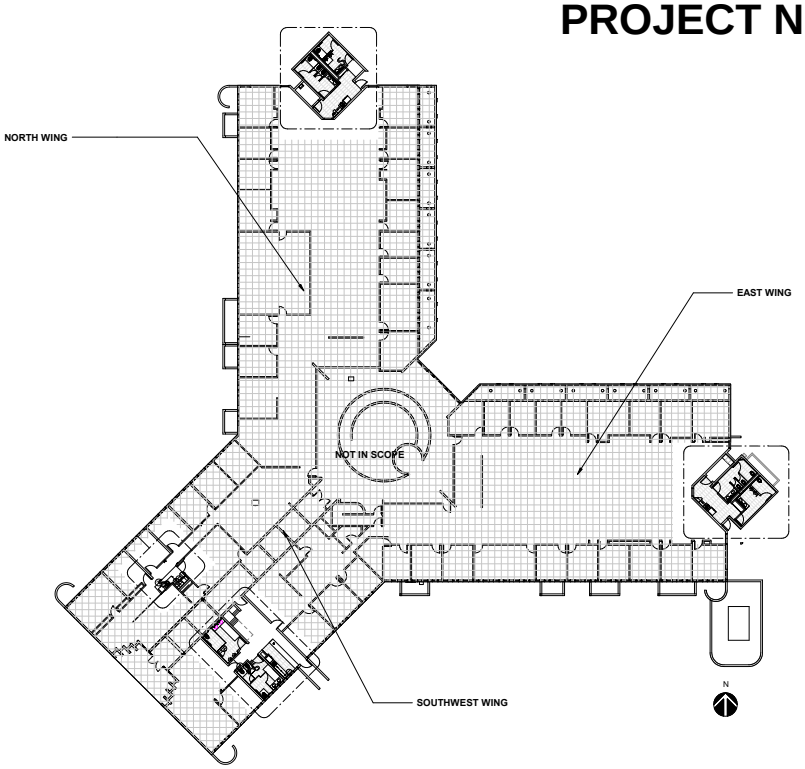
The total project cost is included in the FY 2024-2025 CIP budget utilizing CIP-General Fund Account 101-99-999-904-8005.

VI. EXHIBITS

1. Project Location Map - IFB 24-16 (pg. 4)
2. Bid Register Summary - IFB 24-16 (pg. 5)
3. Contract Documents - CALTEC Corp. (pgs. 6-43)

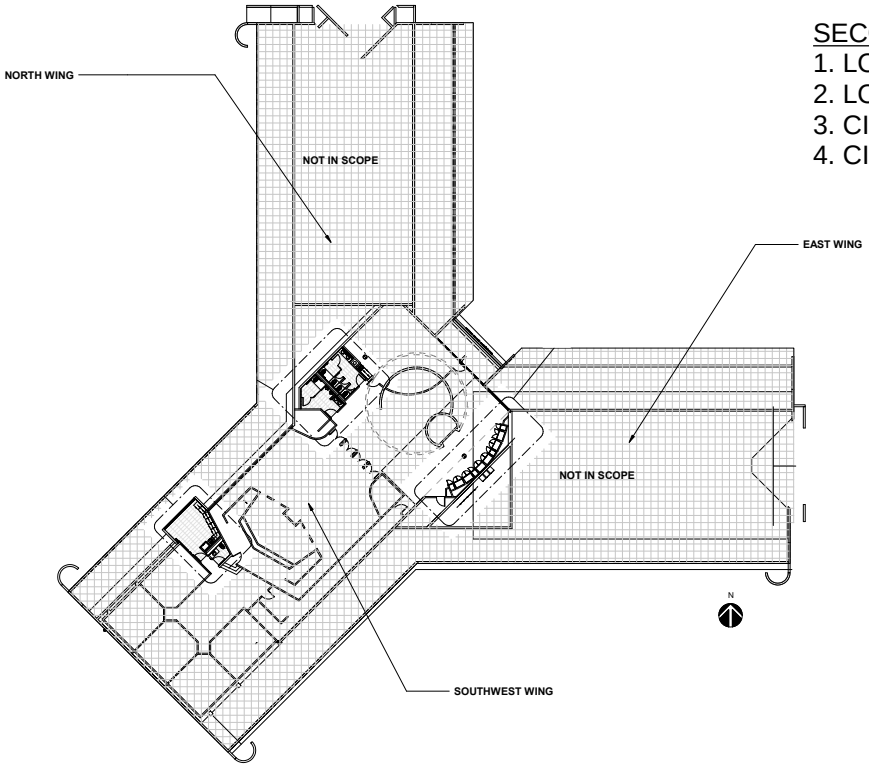
Prepared by: Dr. Arlington Rodgers, Jr., Director of Public Works and Gilbert M. Marquez, P.E., City Engineer and Victor Lopez, Associate Civil Engineer

CITY HALL
BATHROOM AND KITCHENETTE RENOVATIONS
PROJECT NO. 1786



GROUND FLOOR SCOPE OF WORK:

1. NORTH WING, MEN AND WOMEN BATHROOM
2. NORTH WING, BREAKROOM/EXIT CORRIDOR
3. EAST WING, MEN AND WOMEN BATHROOM
4. EAST WING, BREAKROOM/EXIT CORRIDOR
5. SOUTHWEST WING, MEN AND WOMEN BATHROOM
6. SOUTHWEST WING, CITY CLERK BREAK ROOM
7. SOUTHWEST WING, CITY MANAGERS BREAK ROOM



SECOND FLOOR SCOPE OF WORK:

1. LOBBY, MEN AND WOMEN BATHROOOM
2. LOBBY, DISPLAY CASE
3. CITY COUNCIL, BATHROOM
4. CITY COUNCIL, BREAKROOM

Exhibit No. 1: LOCATION MAP
Project No. 1786 : CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS

City of Carson

Exhibit No. 2

CITY OF CARSON
BID REGISTER

City Clerk's Office RECEIVED 8-5-24 10:00 a.m.

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-16 – PROJECT NO. PW1786 CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS*

BID OPENING DATE: *08-05-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	CALTEC Corp.	Henry Abghari	8/5/24 9:51 a.m.	—	$1,697,000.00	
2.	MLC Constructors Inc.	James McCoy	8/5/24 8:59 a.m.	—	$2,030,430.00	
3.	MBC Enterprises Inc.	Rudy Sultan	8/5/24 9:46 a.m.	—	$2,704,477.00	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) JC (Initials) Staff Present: VICTOR LOPEZ (Print Legibly) V.L. (Initials)

City Clerk: Jorge Limarzo Deputy City Clerk (Signature) PlanetBids Opened By: Shelly McGhie (Print Legibly) SM (Initials)

PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF CARSON AND CALTECH CORP.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the CITY OF CARSON, a California charter city ("**City**") and CALTEC CORP., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. PW1786: City Hall Bathroom and Kitchenette Renovations ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are

incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed One Million Six Hundred Ninety Seven Thousand Dollars ($1,697,000.00) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be

held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall commence construction on October 1, 2024 and complete the Project by no later than February 28, 2025 in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Construction shall be completed for the portion of the Project to be completed on the 2nd Floor by no later than December 1, 2024. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Hamid Abghari _____	President _____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Project Manager.

The Project Manager shall be Victor Lopez, P.E., Associate Civil Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense

during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically

scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of

this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City,

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work

and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have

against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to

the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

CALTEC CORP., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 8732 Westminster Blvd., Suite 2
Westminster, CA 92683

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

BID
BID SCHEDULE – (IFB-24-16)

PROJECT NO. PW1786
City Hall Bathrooom and Kitchenette Renovations

Bid Item	Description	Qty	Unit	Unit Price	Item Cost
1	**Bonding, Insurance & Mobilization**	1	LS	$167,000	$167,000
	Ground Floor North Wing				
2	Men's Restroom	1	LS	$107,500	$107,500
3	Women's Restroom	1	LS	$104,400	$104,400
4	Breakroom/Exit Corridor	1	LS	$72,800	$72,800
	Ground Floor East Wing				
5	Men's Restroom	1	LS	$107,500	$107,500
6	Women's Restroom	1	LS	$104,400	$104,400
7	Breakroom/Exit Corridor	1	LS	$72,800	$72,800
	Ground Floor South West Wing				
8	Men's Restroom	1	LS	$115,000	$115,000
9	Women's Restroom	1	LS	$123,000	$123,000
10	City Clerk Breakroom	1	LS	$83,500	$83,500
11	City Managers Breakroom	1	LS	$40,000	$40,000
	Second Floor Lobby				
12	Men's Restroom	1	LS	$103,200	$103,200
13	Women's Restroom	1	LS	$111,800	$111,800

14	Kitchenette Area	1	LS	$25,000	$25,000
15	Display Case	1	LS	$79,000	$79,000
	Second Floor City Council				
16	Single Occupant Restroom	1	LS	$43,500	$43,500
17	Breakroom	1	LS	$86,600	$86,600
18	Allowance	1	LS	150,000.00	150,000.00
TOTAL BASE BID AMOUNT* (Project 1786):	**Figures**	$1,697,000			
	Words	One Million Six Hundred Ninety Seven THousand			

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We, Caltec Corp., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of One Million Six Hundred Ninety Seven Thousand Dollars **($1,697,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Caltec Corp., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of One Million Six Hundred Ninety Seven Thousand Dollars **($1,697,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No.2024-0709.pdf

File #: 2024-0709, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PCN3, INC FOR PROJECT NO. 1726: COMMUNITY CENTER COURTYARD & EAST PARKING LOT (CITY COUNCIL)

I. SUMMARY

Project No. 1726: Community Center Courtyard & East Parking Lot, is listed in the City's CIP. The Invitation for Bids (IFB) No. 24-10 was advertised in the Daily Journal, and through the PlanetBids portal from June 6, 2024 to July 30, 2024. Three firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on July 30, 2024. The bid submitted by PCN3, Inc. was determined to be the lowest responsive and responsible bidder, with a total bid amount of $9,989,558.13

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract to the lowest responsive and responsible bidder, PCN3, Inc., Inc. for Project No. 1726: Community Center Courtyard & East Parking Project, in an amount not to exceed $9,989,558.13.

2. AUTHORIZE the Mayor to execute a Construction Contract with PCN3, Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.

2. DO NOT APPROVE the above recommendations. However, staff will not be able to

proceed with construction of the project.

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

IV. BACKGROUND

Project No. 1726: Community Center Courtyard & East Parking Lot, is listed in the City's CIP. The construction project involves grading a small portion of the landscaped mound for the proposed stage and audience area. The 1,000 square foot stage will be accompanied with an audience area for seating or other event features. To compliment the audience area, a new pergola will be installed adjacent to the audience section, abutting Hall A. As part of this project, the current courtyard outside of Room 107 will be remodeled and its footprint will slightly expand. The newly remodeled courtyard will have a waterfall feature with lighting accents and landscape features. A similar pergola will also be installed abutting Room 107. The entire site will have new lighting, decorative pavement and new landscape layout (Exhibit No. 1).

Included in this project is the reconfigured parking area at the east parking lot of the Carson Event Center. The project will eliminate the landscaped planter portion of the parking lot to allow an open flat area for outdoor events usually held in this section of the Community Center. The elimination of the raised landscaped area will not remove, nor will it reduce any of the parking stalls.

The City released IFB No. 24-10 and the project was advertised on PlanetBids and in Daily Journal for construction bid from June 6, 2024 to July 18, 2024. The bid opening was extended to July 30,2024 to address inquiries by prospective bidders.

Three bids were received and were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on July 30, 2024. The apparent lowest bidder, Pub Construction Inc., had errors on the summation of their bid. The true calculated bid amount verified by staff is $8,391,467.10 which is $18,854.90 more than the bid amount submitted by Pub Construction Inc. (Exhibit No. 2). On August 2, 2024, Pub Construction Inc., submitted a letter requesting to withdraw its bid (Exhibit No. 3).

Thereafter, PCN3, Inc., was eventually determined to be the lowest responsive and responsible bidder with a total bid in the amount of $9,989,558.13 (Exhibit No. 4).

The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1	Pub Construction Inc	Diamond Bar, CA	$8,372,612.20
2	PCN3, Inc.	Los Alamitos, CA	$9,989,561.90
3	Legion Contractors Inc.	Los Angeles, CA	$10,263,040.00

It needs to be noted here that PCN3, Inc.'s bid contained errors in tabulation of the subtotals using unit pricing. Staff rectified these errors to compute the actual, accurately calculated subtotals, resulting in a total project cost of $9,989,558.13; this is the reason PCN3, Inc.'s bid as submitted is different from the contract amount ($3.77 higher than the actual aggregate unit pricing). City is permitted to make such adjustments because the bid package states "the City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received" and "in case of variations between the unit price and the extended total, the unit price will prevail."

PCN3, Inc.. is a bonafide contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by PCN3, Inc., is in order, and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

The approximate timeline of this project is as follows:

Advertise for Construction Bid	June 6, 2024
Bid Opening	July 30, 2024
Approval of PS&E and Award of Contract	September 17, 2024
Contract Execution	September 4, 2024
PO Issuance	September 9, 2024
Start Construction	September 30, 2024
Complete Construction	June 2025

The project may experience delay depending on weather conditions and other unknown items and staff may have to adjust the schedule accordingly. Staff requests that the City Council award a construction contract to the lowest responsive and responsible bidder, PCN3, Inc., in the amount of $9,989,558.13.

If any unforeseen construction work such as substructure conflicts, lead containing materials removal and disposal, material testing shall arise, resulting in a need to execute change orders, staff will bring the matter to Council and ask for additional funds at that time.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is $9,989,558.13.

The total project cost is included in the FY 2024-2025 CIP budget utilizing CIP-General Fund Account 101-99-999-904-8008.

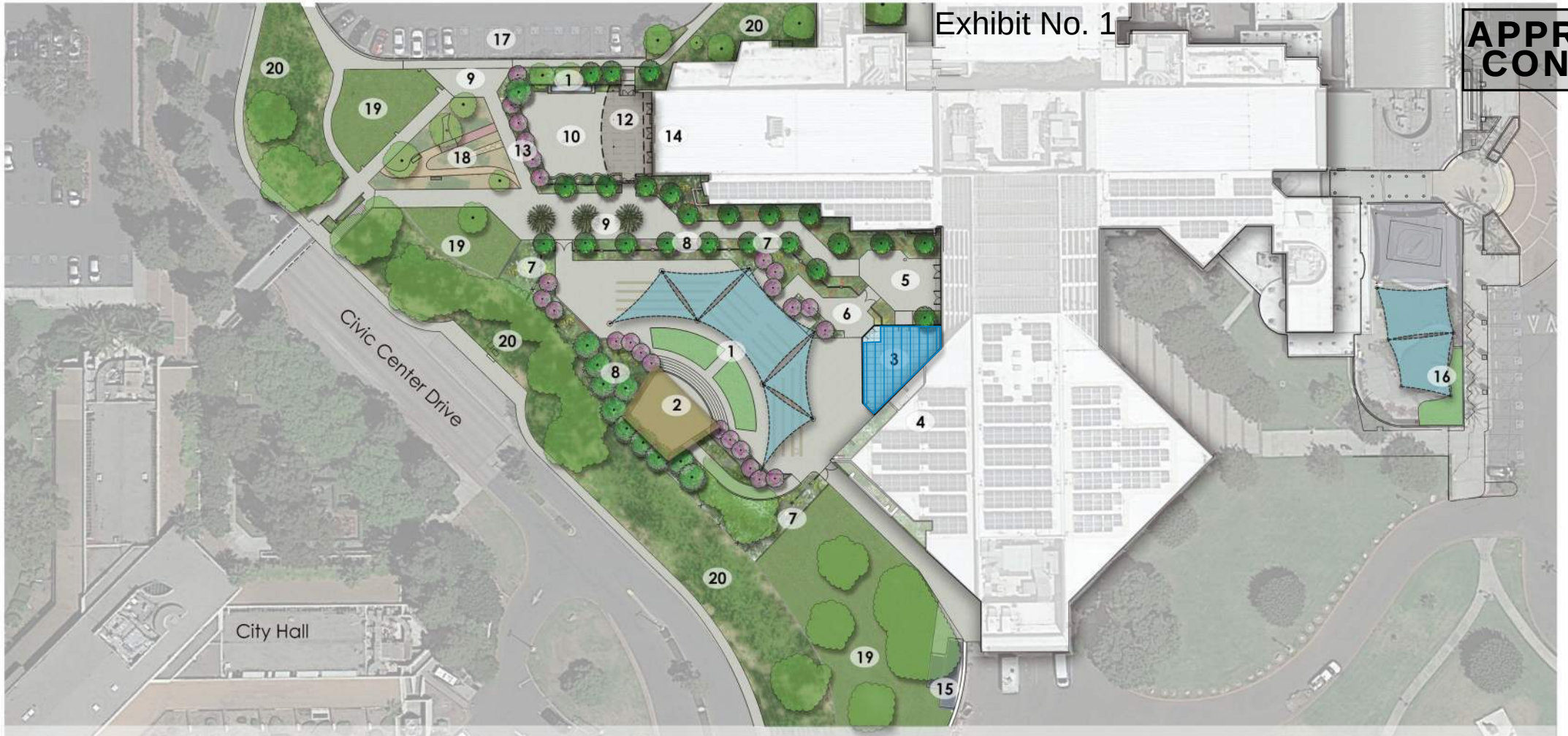
VI. EXHIBITS

1. Concept Plans (pg. 5)
2. Bid Registry & Bid Results (pgs. 6-8)
3. Letter of Withdrawal of Bids (pg. 9)
4. Bid Submittal (pgs. 10-45)
5. Construction Contract (pgs. 46-85)

Prepared by: Dr. Arlington Rodgers Jr., Public Works Director and Raymond Velasco, PE, Public Works Operations Manager

Exhibit No. 1

APPROVED CONCEPT



1	Large Outdoor Event Venue	6	Event Lobby	11	Water Sensory Wall	16	Additional Daycare Shade & Turf
2	Covered Stage	7	8' Events Fencing	12	Shade Pergola	17	Existing Parking
3	Atrium With Retractable Walls	8	Screen & Buffer Planting	13	8' Privacy Wall	18	Existing Succulent Garden
4	Adjoining Inside Event Hall A	9	Plaza	14	Adjoining Inside Event Room 107	19	Lawn
5	Entry Plaza & Queuing Area	10	Small Outdoor Event Venue	15	Event Storage Containers	20	Existing Landscape

ADL Planning Associates
Urban Planning and Landscape Architecture

CONCEPTUAL PLAN
COMMUNITY CENTER IMPROVEMENTS
CITY OF CARSON, CA

Exhibit No. 2

CITY OF CARSON
BID REGISTER

City Clerk's Office RECEIVED 7-30-24 10:00 a.m. Dr

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-10 – PROJECT NO. PW1726 COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT*

BID OPENING DATE: *07-30-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	pub construction inc.	Darin Maddox	7/30/24 8:58a.m.	—	$ 8,372,612.20	
2.	PCN3, INC.	Ezzat Rouman	7/30/24 9:46a.m.	—	$ 9,989,561.90	
3.	Legion Contractors, Inc.	estimating@legioncontractors.com info@legioncontractors.com	7/30/24 9:56a.m.	—	$10,263,040.00	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials) Staff Present: RAYMOND VELASCO (Print Legibly) (RV) (Initials)

City Clerk: _____ (Signature) Deputy City Clerk PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

BID RESULTS FROM JULY 30, 2024

BID WITHDRAWN

	COMMUNITY CENTER COURTYARD - Prj No. 1726			PUB construction		License No. 788668	PCN3, Inc.		License No. 786518	Legion Contractors, Inc.		License No. 1061257
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST	SUBMITTED BID COST	UNIT COST2	ITEM COST2	SUBMITTED BID COST2	UNIT COST3	ITEM COST3	SUBMITTED BID COST22
1	Bonding, Insurance & Mobilization	1	LS	$500,000.00	$500,000.00		$350,700.00	$350,700.00		$350,000.00	$350,000.00	
2	Survey	1	LS	$59,940.00	$59,940.00		$40,800.00	$40,800.00		$75,000.00	$75,000.00	
3	Site Access & Temporary Fencing	1	LS	$18,000.00	$18,000.00		$160,200.00	$160,200.00		$50,000.00	$50,000.00	
4	Demolition, Removal & Haul	1	LS	$480,000.00	$480,000.00		$286,800.00	$286,800.00		$375,000.00	$375,000.00	
5	Renovate East Parking Lot	1	LS	$222,000.00	$222,000.00		$623,448.00	$623,448.00		$600,000.00	$600,000.00	
6	Erosion Control	1	LS	$24,000.00	$24,000.00		$60,000.00	$60,000.00		$50,000.00	$50,000.00	
7	Grading	1	LS	$120,000.00	$120,000.00		$367,200.00	$367,200.00		$400,000.00	$400,000.00	
8	Drainage	1	LS	$966,756.00	$966,756.00		$327,600.00	$327,600.00		$300,000.00	$300,000.00	
9	LID/Stormwater Treatment	1	LS	$267,000.00	$267,000.00		$240,000.00	$240,000.00		$250,000.00	$250,000.00	
10	Low Retaining Walls	770	LF	$660.00	$508,200.00		$540.37	$416,084.90	$416,088.00	$350.00	$269,500.00	
11	8’ Tall Screen Walls	170	LF	$600.00	$102,000.00		$690.49	$117,383.30	$117,384.00	$400.00	$68,000.00	
12	4’ Control Panel Walls	30	LF	$600.00	$18,000.00		$540.00	$16,200.00		$400.00	$12,000.00	
13	Water Feature (Water Wall)	1	LS	$78,000.00	$78,000.00		$304,872.00	$304,872.00		$500,000.00	$500,000.00	
14	Concrete Stage Paving and Steps	1	LS	$60,000.00	$60,000.00		$43,200.00	$43,200.00		$150,000.00	$150,000.00	
15	ADA Ramp (Stage Access)	33	LF	$750.00	$24,750.00		$967.27	$31,919.91	$31,920.00	$1,000.00	$33,000.00	
16	Concrete A/V Pads	2	EA	$7,200.00	$14,400.00		$18,000.00	$36,000.00		$10,000.00	$20,000.00	
17	Seatwalls & Raised Planter Walls	54	LF	$840.00	$45,360.00		$900.58	$48,631.32	$48,631.20	$1,000.00	$54,000.00	
18	Poligon Stage Cover Structure	1	LS	$240,000.00	$240,000.00		$794,415.60	$794,415.60		$600,000.00	$600,000.00	
19	Large Shade Sail Structure	3	EA	$243,242.40	$729,727.20		$56,000.00	$168,000.00		$200,000.00	$600,000.00	
20	Daycare Shade Sail Structures	1	LS	$183,313.20	$183,313.20		$432,000.00	$432,000.00		$120,000.00	$120,000.00	
21	Small Courtyard Louvered Pergola	1	LS	$76,800.00	$76,800.00		$312,000.00	$312,000.00		$350,000.00	$350,000.00	
22	Large Venue Louvered Pergola	1	LS	$96,000.00	$96,000.00		$240,000.00	$240,000.00		$400,000.00	$400,000.00	
23	General Lighting & Electrical	1	EA	$397,200.00	$397,200.00		$1,502,340.00	$1,502,340.00		$650,000.00	$650,000.00	
24	Concrete Paving “A” (4”, Broom Finish)	3,518	SF	$15.60	$54,880.80	$40,123.20	$24.00	$84,432.00		$40.00	$140,720.00	
25	Concrete Paving “B” (4”, TopCast # 5 Sandblast	13,534	SF	$20.40	$276,093.60		$36.00	$487,224.00		$70.00	$947,380.00	
26	Concrete Pavers (24”x24”)	3,240	SF	$78.00	$252,720.00		$48.00	$155,520.00		$40.00	$129,600.00	
27	Concrete Pavers (4”x24”)	4,687	SF	$72.00	$337,464.00		$48.00	$224,976.00		$50.00	$234,350.00	
28	Concrete Repairs	400	SF	$36.00	$14,400.00		$84.00	$33,600.00		$100.00	$40,000.00	
29	8’ Tall Metal Fence	287	LF	$270.00	$77,490.00		$270.00	$77,490.00		$350.00	$100,450.00	
30	8’ Tall Decorative/Laser-Cut Metal Fence	223	LF	$2,265.60	$505,228.80		$2,265.60	$505,228.80		$2,200.00	$490,600.00	
31	8’ Tall Double Gates	5	EA	$41,502.00	$207,510.00		$41,502.00	$207,510.00		$45,000.00	$225,000.00	
32	Concrete Mow Curb & Under-Fence Header	530	LF	$30.00	$15,900.00	$12,300.00	$90.00	$47,700.00		$100.00	$53,000.00	
33	Directional Sign	1	LS	$36,000.00	$36,000.00		$33,600.00	$33,600.00		$20,000.00	$20,000.00	
34	Synthetic Turf (at Stage Area)	1,100	SF	$33.31	$36,641.00	$36,643.20	$30.00	$33,000.00		$40.00	$44,000.00	
35	Oval Precast Concrete Bench/Planter	3	EA	$9,480.00	$28,440.00		$11,760.00	$35,280.00		$15,000.00	$45,000.00	

BID RESULTS FROM JULY 30, 2024

BID WITHDRAWN

	COMMUNITY CENTER COURTYARD - Prj No. 1726			PUB construction		License No. 788668	PCN3, Inc.		License No. 786518	Legion Contractors, Inc.		License No. 1061257
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST	SUBMITTED BID COST	UNIT COST2	ITEM COST2	SUBMITTED BID COST2	UNIT COST3	ITEM COST3	SUBMITTED BID COST22
36	6' Precast Concrete Bench	8	EA	$1,560.00	$12,480.00		$3,840.00	$30,720.00		$15,000.00	$120,000.00	
37	20'x40' Prefab Storage Shed	1	EA	$180,000.00	$180,000.00		$231,600.00	$231,600.00		$75,000.00	$75,000.00	
38	Irrigation System	1	LS	$210,402.00	$210,402.00		$234,000.00	$234,000.00		$250,000.00	$250,000.00	
39	Disturbance and Replacement of Existing	1	LS	$72,000.00	$72,000.00		$19,320.00	$19,320.00		$50,000.00	$50,000.00	
40	Planting Area Prep & Fine Grading	11,185	SF	$1.44	$16,106.40		$0.42	$4,697.70		$5.00	$55,925.00	
41	Soil Prep/Amendments	11,185	SF	$1.14	$12,750.90		$1.08	$12,079.80		$5.00	$55,925.00	
42	Root Barrier	710	LF	$6.00	$4,260.00		$12.60	$8,946.00		$50.00	$35,500.00	
43	Palm Trees (Relocation from East Parking)	2	EA	$11,400.00	$22,800.00		$17,760.00	$35,520.00		$35,000.00	$70,000.00	
44	Palm Trees (15' BTH)	3	EA	$6,600.00	$19,800.00		$4,560.00	$13,680.00		$5,000.00	$15,000.00	
45	Trees (48" Box)	22	EA	$3,720.00	$81,840.00		$2,880.00	$63,360.00		$4,000.00	$88,000.00	
46	Trees (36" Box)	13	EA	$1,920.00	$24,960.00		$1,188.00	$15,444.00		$2,500.00	$32,500.00	
47	Trees (30" Box)	29	EA	$1,920.00	$55,680.00		$660.00	$19,140.00		$2,000.00	$58,000.00	
48	Trees (15 Gal)	3	EA	$360.00	$1,080.00		$306.00	$918.00		$2,000.00	$6,000.00	
49	Shrubs (1 Gal)	464	EA	$22.80	$10,579.20		$12.00	$5,568.00		$25.00	$11,600.00	
50	Shrubs (5 Gal)	289	EA	$66.00	$19,074.00		$37.20	$10,750.80		$60.00	$17,340.00	
51	Shrubs (15 Gal)	399	EA	$300.00	$119,700.00		$114.00	$45,486.00		$200.00	$79,800.00	
52	Groundcover (4" Pots)	2,870	SF	$9.60	$27,552.00		$2.10	$6,027.00		$25.00	$71,750.00	$71,700.00
53	Mulch (4" layer)	7,830	SF	$3.60	$28,188.00		$1.50	$11,745.00		$5.00	$39,150.00	
54	120-Day landscape maintenance period	1	LS	$24,000.00	$24,000.00		$10,200.00	$10,200.00		$25,000.00	$25,000.00	
55	Close-Out & As-Builts	1	LS	$24,000.00	$24,000.00		$15,000.00	$15,000.00		$10,000.00	$10,000.00	
56	Allowance	1	LS	$350,000.00	$350,000.00		$350,000.00	$350,000.00		$350,000.00	$350,000.00	
					$8,391,467.10	**$8,372,612.20**		**$9,989,558.13**	**$9,989,561.90**		**$10,263,090.00**	**$10,263,040.00**
	total deviations					$18,854.90		calculated bid	($3.77)		calculated bid	$50.00
						True calculated bid is higher than			*True calculated bid is Lower than*			*True calculated bid is higher than*

PUB
construction, inc.

August 2, 2024

To: Josilla Togiola, Purchasing Manager
701 East Carson Street, Carson, California 90745

Subject: BID WITHDRAW OF **Project No. PW 1726**
Project Name: Community Center Courtyard (West) & East Parking Lot

Dear J. Togiola,

PUB Construction Inc. had initially submitted a Lump Sum Bid amounting to $ 8,372,612.20 on **Thursday, July 30, 2024, at 10:00 AM.**

However, upon further reviewing our numbers, it has come to our attention that a clerical error has been made when calculating our bid.

Due to this clerical error, along with evidence of said error(s) and under requirements specified in California Public Contract Code Section 10767, PUB Construction withdraws our bid effective on **Friday, August 2, 2024.**

Our sincerest apologies for any possible inconvenience this may pose.

Thank you,

Darin Maddox, Sr. Project Manager
PUB Construction, Inc.

23545 Palomino Drive, #104, Diamond Bar, CA 91765 T 909-455-0187 F 909-455-0188

BID DOCUMENTS

PROJECT NO. PW1726:
Community Center Courtyard (West) & East Parking Lot

To Be Submitted

WITH

Bid Package

BID
PROJECT NO.: PW1726
Community Center Courtyard (West) & East Parking Lot

BID LETTER (IFB-24-10)

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CITY'S PROJECT NO.: PW1726
TITLE: Community Center Courtyard (West) & East Parking Lot

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **160 working days** from the date the notice to proceed is issued by the Engineer.

BID SCHEDULE – (IFB-24-10)

PROJECT NO. 1726
Community Center Courtyard Improvements

(See Technical Provisions for complete Item Descriptions)

Bid Item	Description	Qty.	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	350,700.00	350,700.00
2	Survey	1	LS	40,800	40,800
3	Site Access & Temporary Fencing	1	LS	160,200	160,200
SITE CONSTRUCTION					
4	Demolition, Removal & Haul	1	LS	286,800	286,800
5	Renovate East Parking Lot	1	LS	623,448	623,448
6	Erosion Control	1	LS	60,000	60,000
7	Grading	1	LS	367,200	367,200
8	Drainage	1	LS	327,600	327,600
9	LID/Stormwater Treatment	1	LS	240,000	240,000
10	Low Retaining Walls	770	LF	540.37	416,088
11	8' Tall Screen Walls	170	LF	690.49	117,384.00
12	4' Control Panel Walls	30	LF	540.00	16,200
13	Water Feature (Water Wall)	1	LS	304,872.00	304,872.00
14	Concrete Stage Paving and Steps	1	LS	43,200.00	43,200
15	ADA Ramp (Stage Access)	33	LF	967.27	31,920

16	Concrete A/V Pads	2	EA	18,000	36,000
17	Seatwalls & Raised Planter Walls	54	LF	900.58	48,631.20
18	Poligon Stage Cover Structure	1	LS	794,415.60	794,415.60
19	Large Shade Sail Structure	3	EA	56,000	168,000.00
20	Daycare Shade Sail Structures	1	LS	432,000	432,000
21	Small Courtyard Louvered Pergola	1	LS	312,000.00	312,000.00
22	Large Venue Louvered Pergola	1	LS	240,000.00	240,000.00
23	General Lighting & Electrical	1	EA	1,502,340	1,502,340.00
24	Concrete Paving "A" (4", Broom Finish)	3,518	SF	24.00	84,432.00
25	Concrete Paving "B" (4", TopCast # 5 Sandblast Finish)	13,534	SF	36.00	487,224.00
26	Concrete Pavers (24"x24")	3,240	SF	48.0	155,520.00
27	Concrete Pavers (4"x24")	4,687	SF	48.00 ~~84.00~~ B.A.	224,976.00 ~~[illegible]~~ B.A
28	Concrete Repairs	400	SF	84.00	33,600.00
29	8' Tall Metal Fence	287	LF	270.00	77,490.00
30	8' Tall Decorative/Laser-Cut Metal Fence	223	LF	2,265.60	505,228.80
31	8' Tall Double Gates	5	EA	41,502	207,510.00
32	Concrete Mow Curb & Under-Fence Header	530	LF	90.00	47,700.00
33	Directional Sign	1	LS	33,600	33,600.00
34	Synthetic Turf (at Stage Area)	1100	SF	30.00	33,000.00
35	Oval Precast Concrete Bench/Planter	3	EA	11,760.00	35,280.00
36	6' Precast Concrete Bench	8	EA	3,840.00	30,720.00

37	20'x40' Prefab Storage Shed	1	EA	231,600.00	231,600.00
IRRIGATION					
38	Irrigation System	1	LS	234,000	234,000
PLANTING					
39	Disturbance and Replacement of Existing Landscape	1	LS	19,320	19,320.00
40	Planting Area Prep & Fine Grading	11,185	SF	0.42	4,697.70
41	Soil Prep/Amendments	11,185	SF	1.08	12,079.80
42	Root Barrier	710	LF	12.60	8,946.00
43	Palm Trees (Relocation from East Parking)	2	EA	17,760.00	35,520.00
44	Palm Trees (15' BTH)	3	EA	4,560.00	13,680.00
45	Trees (48" Box)	22	EA	2,880.00	63,360.00
46	Trees (36" Box)	13	EA	1,188.00	15,444.00
47	Trees (30" Box)	29	EA	660.00	19,140.00
48	Trees (15 Gal)	3	EA	306.00	918.00
49	Shrubs (1 Gal)	464	EA	12.00	5,568.00
50	Shrubs (5 Gal)	289	EA	37.20	10,750.80
51	Shrubs (15 Gal)	399	EA	114.00	45,486.00
52	Groundcover (4" Pots)	2,870	SF	2.10	6,027.00
53	Mulch (4" layer)	7,830	SF	1.50	11,745.00
54	120-Day landscape maintenance period	1	LS	10,200.00	10,200.00
55	Close-Out & As-Builts	1	LS	15,000.00	15,000.00

56	Allowance	1	LS	$350,000.00	$350,000.00

TOTAL BASE BID AMOUNT* (Project 1726):	Figures	9,989,561.90
	Words	Nine Million Nine hundred and eighty nine thousand five hundred and sixty one dollars and ninety cents

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY PCN3,INC

SIGNED _____ Brian Abghari DATE 7/16/24

BID

SCHEDULE OF BID ITEMS
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

BID

PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance and endorsements within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not a sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Section 20174 in the event of his failure or refusal

to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

f

Respectfully submitted,

PCN3, INC
Contractor's Business Name

Brian Abghari, President
Contractor Title

11082 Winners Circle, Unit B
Business Address: Street

Brian Abghari, President
By Title

Los Alamitos, CA 90720
City State Zip

License: 786518 Classification: A, B, C10, C51
Contractor's License No. and Classification

(562) 493-4124 ext. 402
Business Phone Number

July 18, 2024
Date

Brian Abghari, President
Name Title

11082 Winners Circle, Unit B
Residence: Street

Los Alamitos, CA 90720
City State Zip

(562) 493-4124 ext. 402
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS BID

The bidder _X_, proposed subcontractor _____ hereby certifies that he has ___, has not _X_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___, has not** X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of Los Angeles

Brian Abghari being first duly sworn, deposes and says that he or she is President of PCN3, INC the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

PCN3, INC.
NAME OF BIDDER

Brian Abghari
SIGNATURE OF BIDDER

11082 Winners Circle, Unit B
ADDRESS OF BIDDER

Los Alamitos, CA 90720
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 July 18, 2024 before me, Portia C. Moore, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian Abghari
Name(s) of Signer(s)

who 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.

PORTIA C. MOORE NOTARY PUBLIC · CALIFORNIA Los Angeles County Comm. #2343877 My Comm. Expires Jan. 27, 2025

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Non Collusion Affidavit
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari	Signer's Name: _____
☒ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT PCN3, Inc., as Principal,
and United States Fire Insurance Company, as Surety, are
held firmly bound unto the Owner, consisting of one or both of the following described public entities:

[X] ■ The City of Carson, California
[ ] ■ Successor Agency

in the sum of $10% of Total Amount Bid;
Ten Percent of Total Amount Bid DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

PROJECT NO.: PW**1726**
TITLE: **Community Center Courtyard (West) & East Parking Lot**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required insurance and bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 9th day of July, 20 24.

PCN3, Inc. (SEAL)	United States Fire Insurance Company (SEAL)
Principal	Surety
BY: Brian Abshari President	BY: Terah Lane
Signature	Signature Terah Lane, Attorney-In-Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 July 18, 2024 before me, Portia C. Moore, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian Abghari
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond
Document Date: July 9, 2024 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari	Signer's Name: _____
☒ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Acknowledgment

State of Iowa

County of Black Hawk

This instrument was acknowledged before me

on 7/9/2024 ,
date

by Terah Lane ,
Name(s) of Person(s)

NOTARIAL SEAL IOWA
Todd Douglas Johnston Jr.
Commission Number 856680
My Commission Expires
June 16, 2027

Signature of Notary Public

Todd Douglas Johnston Jr.
Iowa Notarial Seal

Notary Public
Title (or Rank of Military Personnel)

Commission Number: 856680

My Commission Expires: 06/16/2027

My commission expires June 16, 2027

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

87921

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark Richardson, Kevin Cathcart, Terah Lane, Michael Parizino, James A. Schaller, Rachelle Rheault, Jeri Apodaca, Heather Saltarelli, Kim Luu, Maria Guise, Leigh McDonough, Jessica Alvarado

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of July 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid **or $10,000, whichever is greater,** the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code, as part of the information submitted for that proposed subcontractor, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

Company Name DLR Associates — State License No. 1092044
Address: 1737 E Washington Blvd — Class C8
City State Zip Pasadena, CA 91104 — Portion of Work (%) 12%
Desc of Work to be Subcontracted Concrete + Masonry

Company Name FERREIRA — State License No. 985180
Address: 10370 Commerce Center Drive — Class A / C13
City State Zip Rancho Cucamonga, CA 91730 — Portion of Work (%) 6%
Desc of Work to be Subcontracted Fence + Gate

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Company Name National General Construction State License No. 1099259
Address: 600 Central Ave, Building H-# 105 Class C12/C21
City State Zip Lake Elsinore, CA 92530 Portion of Work (%) 5%
Desc of Work to be Subcontracted
Demolition and Grading

Company Name R.E. Schultz Construction, Inc State License No. 1007195
Address: 1767 N Batavia ST Class C61/D34
City State Zip Orange, CA 92865 Portion of Work (%) 1.7%
Desc of Work to be Subcontracted
Installation shade

Company Name Marina Landscape, Inc State License No. 492862
Address: 3707 W Garden Grove Blvd Class A/B/C27/C29/C36
City State Zip Orange, CA 92868 Portion of Work (%) 4.5%
Desc of Work to be Subcontracted
Irrigation + Landscape

Company Name _____ State License No. _____
Address: _____ Class _____
City State Zip _____ Portion of Work (%) _____
Desc of Work to be Subcontracted

Company Name _____ State License No. _____
Address: _____ Class _____
City State Zip _____ Portion of Work (%) _____
Desc of Work to be Subcontracted

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

CONSTRUCTION PROJECT REFERENCE

The bidder is required to supply the following information.
(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: PCN3, INC.

Address: 11082 Winners Circle, Unit B, Los Alamitos, CA 90720

Telephone: (562) 493-4124 ext. 402

Type of Firm: Corporation
(Individual, Partnership, or Corporation)

Contractor's State License Classification 786518 A, B, C10, C51 Expiration date 10/31/2024

Contractor's DIR No. 1000007827

Corporate organized under the laws of the State of California

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation Brian Abghari - President, Secretary, Treasurer and Manager

Number of years as a contractor in construction work of this type: 24 yrs.

Three projects of this type recently completed:

Project 1
Project Location Garden Grove, CA Contract Amount $13,970,000.00

Type of Project Moderinzation to Anderson & DeMille Elementary School for Westminster School District Date Completed May of 2023

Contact person Brian Johnson Phone Number (714) 894-7311

Project 2
Project Location San Bernardino, CA Contract Amount $25,822,000.00

Type of Project Modernization of 8 existing classroom buildings at the PacificHigh School Campus Date Completed July of 2023

Contact person Edd Olha Phone Number (951) 476-7299

Project 3

Project Location Cerritos, CA Contract Amount $9,313,000.00

Type of Project Reconstruction of building exterior and portions of interior at City of Cerritos Hall offices Date Completed February of 2022

Contact person Dario Simoes Phone Number (562) 916-1219

Bidder's Signature Brian Abghari

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature Brian Abghari

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

BIDDER'S ASSURANCE

FROM:

Name of Bidder: PCN3, INC.

Business Address: 11082 Winners Circle, Unit B
Los Alamitos, CA 90720

Telephone No: (562) 493-4129 ext. 402

TO:

Members of the Owner's Legislative Body
C/o City Hall
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Invitation for Bids for:

PROJECT NO.: PW**1726**
TITLE: **COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT**

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: Ezzat Rouman TITLE: Estimator

BID
PROJECT NO. PW1726
Community Center Courtyard (West) & East Parking Lot

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM PCN3, INC

TITLE OF PERSON SIGNING President

SIGNATURE Brian Abghari

DATE 7/16/21

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A

PCN3
GENERAL ENGINEERING CONTRACTOR
11082 Winners Circle Unit B, Los Alamitos, CA, 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

BID
Project Labor Agreement
Letter of Assent

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: COMMUNITY CENTER COURTYARD (West) & EAST PARKING LOT, PROJECT NO. PW1726

Dear City Manager:

This is to confirm that PCN3, INC agrees to be party to and bound by the City of Carson Project Labor Agreement executed July 18, 2024 (Agreement), as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

PCN3, INC

By: Brian Abghari, President
(Name and Title of Authorized Executive)

Contractor's State License No: 786518

Project Name: Community Center Courtyard (West) & East Parking Lot

PCN3
GENERAL ENGINEERING CONTRACTOR
11082 Winners Circle Unit B, Los Alamitos, CA, 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

BID

CAL/OSHA CERTIFICATION COMPANY

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: COMMUNITY CENTER COURTYARD (West) & EAST PARKING LOT, PROJECT NO. PW1726

Dear City Manager:

This is to confirm that PCN3, INC has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely, PCN3, INC

By: Brian Abghari, President
(Name and Title of Authorized Executive)

Contractor's State License No: 786518

Project Name: Community Center Courtyard (West) & East Parking Lot, Project No. PW1726

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PCN3, INC.

2 Business name/disregarded entity name, if different from above

Same as above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11082 Winners Circle, Unit B, Los Alamitos, CA 90720

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	7	3	8	5	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 7/16/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ADDENDUM NO. 1

IFB NO. 24-10

PROJECT NO. PW 1726
COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT

July 17, 2024

TO ALL BIDDERS:

Addendum No. 1 provides the following information and is hereby incorporated into the IFB document by this reference.

1. 01 GENERAL PROVISIONS
    a. Revise Bid Due Date to Thursday, July 25, 2024 (page 1)
    b. Revise Bid Due Date to Thursday, July 25 (page 2)
    c. Revise Contractor's License to classification of "A" ONLY (page 4)

2. Q&A – Answers to Questions
    Question: Under section 30, Responsibility Criteria, it states that if a contractor does not meet all requirements, they may be deemed not responsible. If a contractor satisfies requirements a. and c. but has not completed 2 park projects in the last three years per requirement b, yet has completed multiple other projects valued between $4,000,000.00 and in excess $30,000,000.00, would this suffice to meet the city's requirements?
    Answer: Please submit you bid. The City will consider bids with similar experience.

Please sign below and attach this "Acknowledgment of Receipt" of Addendum 1 to submittal documents. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

Sincerely,

Shelly McGhee, Senior Buyer, on behalf of,
Josilla Togiola, Purchasing Manager
July 17, 2024

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: PCN3, INC

Authorized Signature: _____ Date: 7/29/24

ADDENDUM NO. 2

IFB NO. 24-10

PROJECT NO. PW 1726
COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT

July 18, 2024

TO ALL BIDDERS:

Addendum No. 2 provides the following information and is hereby incorporated into the IFB document by this reference.

1. Extend deadline for questions (RFI) to July 22, 2024 at 3:00 PM
2. Extend Bid Opening to July 30, 2024 at 10:00 AM
3. Add (Addendum#2) Prj1726CommCtrCourtyard&EastParkingLot-02SPECIAL PROVISIONS
    a. (*supersedes Prj1726CommCtrCourtyard-02 SPECIAL PROVISIONS_FINAL)*
4. Add CCC Bid Item Definitions 7-18-24b
5. Add CCC revised Bid Schedule 7-18-24b
    a. (supersedes Bid Schedule pages 22-24 of Prj1726CommCtrCourtyard-01 GENERAL PROVISIONS_FINAL)
6. Add CCC Revised BID Sheets 7-18-24
    a. (*supersedes Prj1726CommCtrCourtyard-Bid Set 5-31-24*)

Please sign below and attach this "Acknowledgment of Receipt" of Addendum 1 to submittal documents. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

Sincerely,

Josilla Togiola
Purchasing Manager
July 18, 2024

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: PCN3, INC

Authorized Signature: _____ Date: 7/29/24

PROJECT NO: PW1726 COMMUNITY CENTER COURTYARD ...

Addenda

✓ Jul 17, 2024 1 Addendum 1

✓ Jul 18, 2024 2 Addendum 2

✓ Jul 18, 2024 02 Addendum 2

✓ Jul 25, 2024 3 Addendum 3

Add CCC Bid Definitions 7-23-24 adl_rv Add CCC Bid Schedule 7-23-24 adl_RV Add CommCtr Prj1726 BiddingRFI 07-23-24 adl_rv (Answers to Questions)

CCC Bid Item Definitions 7-23-24 adl_rv.pdf
CCC Bid Schedule 7-23-24 adl_rv.pdf
CommCtr Prj1726 BiddingRFI 07-23-24 adl_rv.pdf

Received
7/29/24

✓ Jul 29, 2024 03 Q and A Set 1

Email History

Jun 20, 2024
Notice of Bid Update for PROJECT NO: PW1726 COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT (IFB 24-10)

Jun 24, 2024 Questions Due

Jul 16, 2024
Notice of Bid Update for PROJECT NO: PW1726 COMMUNITY CENTER COURTYARD (WEST) & EAST PARKING LOT (IFB 24-10)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
PCN3, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and PCN3, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. PW1726: Community Center Courtyard (West) & East Parking Lot ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any

conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Nine Million Nine Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and Thirteen Cents ($9,989,558.13)** ("**Contract Sum**") for completion of the work. The Contract Sum reflects the aggregate unit pricing submitted by Contractor as part of its Bid, not Contractor's actual Bid amount which was $3.77 higher than the aggregate unit pricing.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within One Hundred Sixty (160) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Raymond Velasco, P.E., Public Works Operations Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

PCN3, Inc., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 11082 Winners Circle, Unit B
Los Alamitos, CA 90720

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

BID SCHEDULE – (IFB-24-10)

PROJECT NO. 1726
Community Center Courtyard Improvements

(See Technical Provisions for complete Item Descriptions)

Bid Item	Description	Qty.	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	350,700.00	350,700.00
2	Survey	1	LS	40,800	40,800
3	Site Access & Temporary Fencing	1	LS	160,200	160,200
SITE CONSTRUCTION					
4	Demolition, Removal & Haul	1	LS	286,800	286,800
5	Renovate East Parking Lot	1	LS	623,448	623,448
6	Erosion Control	1	LS	60,000	60,000
7	Grading	1	LS	367,200	367,200
8	Drainage	1	LS	327,600	327,600
9	LID/Stormwater Treatment	1	LS	240,000	240,000
10	Low Retaining Walls	770	LF	540.37	416,088
11	8' Tall Screen Walls	170	LF	690.49	117,384.00
12	4' Control Panel Walls	30	LF	540.00	16,200
13	Water Feature (Water Wall)	1	LS	304,872.00	304,872.00
14	Concrete Stage Paving and Steps	1	LS	43,200.00	43,200
15	ADA Ramp (Stage Access)	33	LF	967.27	31,920

16	Concrete A/V Pads	2	EA	18,000	36,000
17	Seatwalls & Raised Planter Walls	54	LF	900.58	48,631.20
18	Poligon Stage Cover Structure	1	LS	794,415.60	794,415.60
19	Large Shade Sail Structure	3	EA	56,000	168,000.00
20	Daycare Shade Sail Structures	1	LS	432,000	432,000
21	Small Courtyard Louvered Pergola	1	LS	312,000.00	312,000.00
22	Large Venue Louvered Pergola	1	LS	240,000.00	240,000.00
23	General Lighting & Electrical	1	EA	1,502,340	1,502,340.00
24	Concrete Paving "A" (4", Broom Finish)	3,518	SF	24.00	84,432.00
25	Concrete Paving "B" (4", TopCast # 5 Sandblast Finish)	13,534	SF	36.00	487,224.00
26	Concrete Pavers (24"x24")	3,240	SF	48.0	155,520.00
27	Concrete Pavers (4"x24")	4,687	SF	48.00 ~~234.00~~	224,976.00 ~~234,350.00~~
28	Concrete Repairs	400	SF	84.00	33,600.00
29	8' Tall Metal Fence	287	LF	270.00	77,490.00
30	8' Tall Decorative/Laser-Cut Metal Fence	223	LF	2,265.60	505,228.80
31	8' Tall Double Gates	5	EA	41,502	207,510.00
32	Concrete Mow Curb & Under-Fence Header	530	LF	90.00	47,700.00
33	Directional Sign	1	LS	33,600	33,600.00
34	Synthetic Turf (at Stage Area)	1100	SF	30.00	33,000.00
35	Oval Precast Concrete Bench/Planter	3	EA	11,760.00	35,280.00
36	6' Precast Concrete Bench	8	EA	3,840.00	30,720.00

37	20'x40' Prefab Storage Shed	1	EA	231,600.00	231,600.00
IRRIGATION					
38	Irrigation System	1	LS	234,000	234,000
PLANTING					
39	Disturbance and Replacement of Existing Landscape	1	LS	19,320	19,320.00
40	Planting Area Prep & Fine Grading	11,185	SF	0.42	4,697.70
41	Soil Prep/Amendments	11,185	SF	1.08	12,079.80
42	Root Barrier	710	LF	12.60	8,946.00
43	Palm Trees (Relocation from East Parking)	2	EA	17,760.00	35,520.00
44	Palm Trees (15' BTH)	3	EA	4,560.00	13,680.00
45	Trees (48" Box)	22	EA	2,880.00	63,360.00
46	Trees (36" Box)	13	EA	1,188.00	15,444.00
47	Trees (30" Box)	29	EA	660.00	19,140.00
48	Trees (15 Gal)	3	EA	306.00	918.00
49	Shrubs (1 Gal)	464	EA	12.00	5,568.00
50	Shrubs (5 Gal)	289	EA	37.20	10,750.80
51	Shrubs (15 Gal)	399	EA	114.00	45,486.00
52	Groundcover (4" Pots)	2,870	SF	2.10	6,027.00
53	Mulch (4" layer)	7,830	SF	1.50	11,745.00
54	120-Day landscape maintenance period	1	LS	10,200.00	10,200.00
55	Close-Out & As-Builts	1	LS	15,000.00	15,000.00

56	Allowance	1	LS	$350,000.00	$350,000.00

TOTAL BASE BID AMOUNT* (Project 1726):	Figures	9,989,561.90
	Words	Nine Million Nine hundred eighty nine thousand five hundred and sixty one dollars and ninety cents

The Contract Sum is $9,989,558.13 reflecting the aggregate unit pricing submitted by Contractor as part of its Bid Schedule, not Contractor's actual Bid amount which was $3.77 higher than the aggregate unit pricing.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We, PCN3, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Nine Million Nine Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and Thirteen Cents ($9,989,558.13)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____	_____
Name	Street Number
_____	_____
Street Number	City and State
_____	_____
City and State	Telephone Number
_____	
Telephone Number	

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, PCN3, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Nine Million Nine Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and Thirteen Cents ($9,989,558.13)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No. 2024-0746.pdf

File #: 2024-0746, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO ROD-WEST FLOOR COVERING LLC FOR PROJECT NO. 1787 - CITY HALL CARPET REPLACEMENT (CITY COUNCIL)

I. SUMMARY

On March 19, 2024, the City Council authorized staff to record a “Notice of Exemption” for Project No. 1787 - City Hall Carpet Replacement and to advertise the project for construction bids. The Invitation for Bids (IFB 24-02) was advertised in the Our Weekly Publication, and through the PlanetBids portal from 8/01/2024 to 8/20/2024. Three bids were received and opened on August 20, 2024. It was determined that Rod-West Floor Covering LLC was the lowest responsive responsible bidder, with a total bid amount of $138,560.00, subject to Project Labor Agreement (PLA).

Staff requests that the City Council award a Construction Contract to the lowest responsive and responsible bidder, Rod-West Floor Covering LLC, in the amount not to exceed $138,560.00.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract for Project No. 1787: City Hall Carpet Replacement, in the amount of $138,560.00, to the lowest responsive and responsible bidder, Rod-West Floor Covering LLC.

2. AUTHORIZE the expenditure of construction contingencies in the amount of $13,856.00 (10%) for any unforeseen construction work that may be necessary to complete this project.

3. AUTHORIZE the Mayor to execute a Construction Contract with Rod-West Floor Covering LLC following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.

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

IV. BACKGROUND

Project No. 1787 - City Hall Carpet Replacement is listed in the City's Capital Improvement Program and is programmed for FY 2024-25 funded by DIF Funds. The City Hall Carpet Replacement includes the removal and replacement of carpet and wall base throughout the entire second floor including council offices, lobby area, executive conference room, and two staircases - the main staircase going up to the second floor and the small staircase next to the city clerk's office. The existing carpet in the elevator will be replaced with vinyl flooring. The work also includes resurfacing the concrete bands throughout the ground floor lobby and southwest hallway. The existing carpet and wall base at the main lobby area located at the ground floor will be removed and replaced as well, and the existing brick tiles around the carpet area will remain and will not be changed.

The carpet style and material were selected by the management and the wall base color and style were selected and approved by the City Manager's office.

On August 1, 2024, the City released an Invitation for Bid (IFB 24-02) for Project No. 1787 - City Hall Carpet Replacement. The project was advertised for construction bids, and on August 20, 2024, three bids were received through PlanetBids and opened by the Purchasing Division at the City Clerk's office. The bid results are as listed below:

Bidder	Place of Business	Bid Amount
1. Rod-West Floor Covering	Santa Fe Springs, CA	$138,560.00
2. Kal Best Contractors	Rowland Heights, CA	$149,166.50
3. Rhome Profile Construction	Bellflower, CA	$163,295.40

Staff reviewed all bids and, after evaluating the bid submitted by Rod-West Floor Covering, has found that their bid is responsive. On August 26th, 2024, the Engineering Division sent an email to the Purchasing Division to prepare a "Notice of Intent to Award" to Rod-West Floor Covering for review and approval.

Rod-West Floor Covering is a bona fide contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by the Ohio Casualty Insurance Company, is in order, and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

The anticipated timeline for this project is as follows:

Award of Construction Contract:	September, 2024
Agreement executed by the City:	September, 2024
Start of construction:	September, 2024
Completion of construction:	November, 2024

The project may experience delays depending on material lead time, and staff may have to adjust the schedule accordingly.

Staff is requesting City Council to award a Construction Contract to Rod-West Floor Covering for a not-to-exceed amount of $138,560.00 and a 10% contingency of $13,856.00 for a total project cost of $152,416.00.

V. FISCAL IMPACT

None. The construction bid amount for this improvement project is $138,560.00 with a construction contingency in the amount of $13,856.00, representing 10% of the total construction bid. The total project cost including the 10% contingency is $152,416.00. The total cost of the project is allocated in the FY 24/25 budget utilizing Development Impact Fee (DIF) funds DIF account 289-80-820-904-8008.

VI. EXHIBITS

1. Project Location Map (Pg. 4)
2. Bid Register Summary (Pg. 5)
3. Contract Documents (Pg. 6-43)

Prepared by: Arlington Rodgers, Director of Public Works and Gilbert M. Marquez, P.E., City Engineer and Victor Lopez, Associate Civil Engineer

Exhibit No. 1



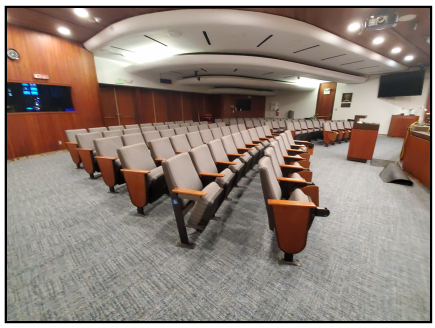
701 East Carson St. Carson,CA 90745

City Hall 2nd Floor Carpet Upgrades:

1. 2nd Floor Lobby
2. 1st Floor Lobby
3. Southwest Stair Room
4. Council Chambers and Offices



1st Floor Lobby



Council Chambers



Southwest Stair Room



Southwest Hallway



2nd Floor Lobby

Exhibit No. 1: LOCATION MAP
Project No. 1787: CITY HALL 2ND FLOOR CARPET UPGRADES

Exhibit No. 2

CITY OF CARSON
BID REGISTER

City Clerk's Office RECEIVED 8-20-24 10:00 a.m.

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-02 – PROJECT NO. PW1787 CITY HALL CARPET REPLACEMENT*

BID OPENING DATE: *08-20-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Rod-West Floor Covering LLC	Ever Rodriguez	8/20/24 9:40 a.m.	—	$138,560.00	
2.	Kal Best Contractor Inc.	Kal Radwan	8/20/24 8:58 a.m.	—	$149,166.50	
3.	Rhome Profile Construction	Rod Earwood	8/20/24 9:35 a.m.	—	$163,295.40	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) JR (Initials) Staff Present: Victor Lopez (Print Legibly) V.L. (Initials)

City Clerk: Jorge Limas Jr. Deputy City Clerk (Signature) PlanetBids Opened By: Shelly McElhee (Print Legibly) SM (Initials)

5PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
ROD-WEST FLOOR COVERING LLC

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and Rod-West Floor Covering LLC, a California limited liability company ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No.: PW1787 City Hall Carpet Replacement ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this

Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **One Hundred Thirty Eight Thousand Five Hundred Sixty Dollars ($138,560.00)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within fifteen (15) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Ever Rodriguez _____	Responsible Managing Officer
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Victor Lopez, P.E., Associate Civil Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver

of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the

above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this

Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed

portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

ROD-WEST FLOOR COVERING LLC, California limited liability company

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 15120 Bonavista Ave., #103
Santa Fe Springs, CA 90670

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

BID

BID SCHEDULE – (IFB-24-02)

PROJECT NO. PW1787
City Hall Carpet Replacement

Bid Item	Description	Qty	Unit	Unit Price	Item Cost
1	**Bonding, Insurance & Mobilization** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	1	LS	500.00	500.00
2	**REMOVAL, STORAGE, AND REPLACEMENT OF ALL ITEMS NEEDED TO REMOVE AND REPLACE THE CARPET, WALL BASE, AND RESURFACE THE CONCRETE BANDS AND ALL SCOPE RELATED TO THIS PROJECT.** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	1	LS	2,000.00	2,000.00
3	**REMOVAL OF EXISTING CARPET AND BASE** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	6,700	SF	1.00	6,700.00
4	**CARPET MATERIAL AND INSTALLATION** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	6,700	SF	10.00	67,000.00
5	**BASE MATERIAL AND INSTALLATION** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	1,325	LF	1.00	1,325.00
6	**STAIR ACCENT MATERIAL AND INSTALLATION** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	60	LF	15.00	900.00
7	**CARPET TRANSITION MATERIAL AND INSTALLATION** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	3	EA	5.00	15.00
8	**CUSTOM BASE BOARD AT COUNCIL OFFICE STEPS** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	1	EA	100.00	100.00
9	**CUSTOM BASE BOARD AT COUNCIL CHAMBER STEPS** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	2	EA	100.00	200.00

10	**CUSTOM BASE BOARD AT IT OFFICE STEPS** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	1	EA	100.00	100.00
11	**REPAIRING AND PAINTING WALL ABOVE NEWLY INSTALLED BASE, AS NEEDED [SCOPE DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	200	LF	3.00	600.00
12	**RESURFACE CONCRETE BAND/CURB AT 1ST FLOOR LOBBY AND 1ST FLOOR WEST HALLWAY [SCOPE DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	447	LF	15.00	6,705.00
13	**RESURFACE CONCRETE SLAB AT THE WEST HALLWAY ADJACENT TO STAIR #2 [SCOPE DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	16	SF	15.00	240.00
14	**PATCHING CONCRETE BAND/CURB PRIOR TO RESURFACING [SCOPE DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	10	SF	25.00	250.00
15	**REMOVAL OF EXISTING CARPET AND BASE – COUNCIL CHAMBERS [SCOPE DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	2,300	SF	1.00	2,300.00
16	**CARPET MATERIAL AND INSTALLATION – COUNCIL CHAMBERS [SCOPE DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	2,300	SF	10.00	23,000.00
17	**BASE MATERIAL AND INSTALLATION – COUNCIL CHAMBERS [DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	450	LF	1.00	450.00
18	**CARPET TRANSITION MATERIAL AND INSTALLATION – COUNCIL CHAMBERS [DELETABLE BY CITY]** *(SEE TECHNICAL PROVISIONS FOR ADDITIONAL REQUIREMENTS)*	35	LF	5.00	175.00
19	**NON-SLIP VINYL FLOORING AT ELEVATOR CAB [SCOPE**	40	SF	25.00	1,000.00

				Total	$113.560.00
20	**Allowance**	1	LS	$25,000.00	$25,000.00

TOTAL BASE BID AMOUNT* (Project 1787):	Figures	$138,560.00
	Words	One hundred thirty eight thousand five hundred sixty

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We, Rod-West Floor Covering LLC, a California limited liability company, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **One Hundred Thirty Eight Thousand Five Hundred Sixty Dollars ($138,560.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Rod-West Floor Covering LLC, a California limited liability company, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **One Hundred Thirty Eight Thousand Five Hundred Sixty Dollars ($138,560.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No.2024-0751.pdf

File #: 2024-0751, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE TERM OF THE CONTRACT SERVICES AGREEMENT WITH JAKHER INC. FOR ON-CALL PROFESSIONAL SERVICES TO JUNE 30, 2025, AND INCREASE THE TOTAL CONTRACT SUM AMOUNT TO $148,000 (CITY COUNCIL)

I. SUMMARY

On January 22, 2024, the City entered into a contract services agreement with Jakher Inc. to provide on-call project management services for the City's various pavement rehabilitation projects (Exhibit 1). The initial contract term was for one year with a total contract amount of $24,500. After four months into the contract period and extensive dialogue with the consultant, staff determined that the original scope and duties of the project was severely underestimated, and a contract amendment to increase the contract sum by $49,500 was approved on July 17, 2024 (Exhibit 2). With both the contract and subsequent amendment totaling up to $74,000, these agreements were both executed under the City Manager's authority per Section 2604 of the Carson Municipal Code.

Staff is now presenting a second amendment to the contract (Exhibit 3) to extend the term through June 30, 2025, and to increase the contract sum by $74,000 to allow the consultant to continue to provide the City with the on-call project management services during the extended period, thereby increasing the total contract sum to $148,000 which now requires City Council approval.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement with Jahker Inc. to provide on-call professional services, by adding an additional $74,000 for a new total not-to-exceed contract amount of $148,000.00 and extending the term of the contract through June 30, 2025 (Exhibit 3).

2. AUTHORIZE the Mayor to execute Amendment No. 2 to the Contract Services

Agreement with Jakher Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The City's roadway infrastructure is approximately 245 centerline miles. The condition of each segment of the City's roadway infrastructure has been evaluated through the Pavement Management Program (PMP). The PMP determines the condition of each roadway segment with a Pavement Condition Index (PCI) number which equates to the type of treatment a roadway shall have. Based on the data collected in 2021/2022 the City's pavement system is rated to be in Fair condition, with an average PCI of 56.

Improvements to the roadway have been historically conducted by the Department of Public Works Engineering Division through various street improvement projects as part of the annual Capital Improvement Program (CIP). Aside from the improvements to the roadway pavement, this method included simultaneous repairs of curb and gutter to address any drainage (ponding) issues, as well as driveways and accessible curb ramps. On August 1, 2023, the City Council adopted Ordinance No. 23-2307 that amended Section 2612 of the Municipal Code which modified the definition of maintenance work as it pertains to resurfacing of streets and highways. The amendment redefined maintenance for resurfacing of streets and highways at up to two inches (2"), rather than less than one inch (1") as it was previously defined. The increase to the resurfacing depth of the asphalt pavement provides the option to improve the condition of the roadways at an accelerated rate through a maintenance contract rather than the design-bid-build project delivery method commonly employed by the Engineering Division.

The Public Works Operations Division is now charged with the administration and oversight of the Annual Citywide Pavement Maintenance Program which was conceptualized and instituted by the Director of Public Works. This program was created in response to the City Council initiative to make Carson a destination City and promote sustainable and active modes of transportation. This initiative is also in preparation for the City to host international sporting events, most notably the 2028 Olympic and Paralympic Games in which Carson will be one of the Venue cities. To that end, the City Council awarded four annual paving maintenance contracts for each district within the City of Carson.

The accelerated timeline of the Pavement Maintenance Program exceeds the capacity of the current Operations and Maintenance Division staff to manage these multiple contracts. Similar to the on-call consultants who provide project management services for the various City capital projects, Jakher Inc. works directly with the Operations and Maintenance Superintendent to ensure that the designated streets identified by City staff for pavement maintenance are addressed systematically and all ADA requirements and upgrades are addressed accordingly. Staff recommends Council approve the second amendment to extend the contract term for Jakher Inc. to June 30, 2025, and increase the total contract

amount to $148,000 to allow for the consultant to continue to provide project management services for the City's various pavement maintenance projects.

V. FISCAL IMPACT

Per Article II, Chapter 9.5 of the City's Municipal Code, any budget transfer within the same City department may be approved by the City Manager, except those transfers involving personnel-related funds. Should the City Council approve staff's recommendation, a budget transfer will be submitted to the City Manager's Office, requesting the $74,000.00 needed for this contract amendment be transferred to PW Roadway Maintenance Professional Services Account No. 101-80-840-281-6004 from the following account:

- PW Median Maint Supplies Account 101-80-840-108-6009 ($74,000)

VI. EXHIBITS

1. Contract Services Agreement with Jakher Inc. (pgs. 4-22)
2. Jakher Inc. Amendment 1 (pgs. 23-29)
3. Jakher Inc. Amendment 2 Draft (pgs. 30-34)

Prepared by: Dr. Arlington Rodgers, Jr., Director of Public Works

Exhibit 1

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and JAKHER INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Four Thousand Five Hundred Dollars and Zero Cents **($24,500.00)** ("Contract Sum").

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

materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) 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 this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, 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.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles,

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials AJ

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized

to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr, City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By: _____
Name: Amer Jakher
Title: CEO

By: _____
Name: Amer Jakher
Title: Secretary
Address: 1276 Via Venezia Cir
Corona, CA 92881

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

_____

David C. Roberts, Jr, City Manager

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By: _____
Name: Amer Jakher
Title: CEO

By: _____
Name: Amer Jakher
Title: Secretary
Address: 1276 Via Venezia Cir
Corona, CA 92881

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
AS Riverside
COUNTY OF ~~LOS ANGELES~~

On Jan 24, 2024 before me, April Sanchez - Notary Public, personally appeared Amer Jakher, 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: _____

APRIL SANCHEZ
Notary Public - California
Riverside County
Commission # 2385053
My Comm. Expires Dec 25, 2025

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 / Secretary — TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Jahker Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Contract Serv. Btwn City of Carson & Jahker Inc
TITLE OR TYPE OF DOCUMENT

11 pgs
NUMBER OF PAGES

1/22/2024
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call, as needed, basis:

Consultant will perform the following Services to assist the City with various pavement rehabilitation projects:

- Perform project manager duties
- Compile list of intersections needing ADA upgrades
- Conduct field review of intersections to review and identify deficiencies, and to develop plans to conform with the ADA
- Create layouts based on field observations to be included in project specifications
- Assist in creating cost estimates and bid specifications for ADA ramps

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever tasks are requested; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. **In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:**

A. List of intersections needing ADA upgrades

B. Reports of and plans for intersections that need to be addressed for conformance with the ADA

C. Layouts based on field observations to be included in project specifications

D. Reports of cost estimates and bid specifications for ADA ramps

IV. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**

A. As requested by City's Contract Officer

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. Amer Jakher P.E.

B. _____

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order.**

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **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 $24,500, as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for the Services and other incidental costs are attached as Exhibit C-1.**

EXHIBIT C-1
CONSULTANT'S BILLING RATES

I. Consultant's rates are as follows:

Senior Project Manager	$165.00/hr

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

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	CONTACT NAME: SAED ALBASHA	
ALBASHA INSURANCE AGENCY 620 W ROUTE 66 #105 GLENDORA, CA 91740	PHONE (A/C, NO, EXT): 626-852-7947	FAX (A/C, NO): 626-408-6636
	E-MAIL ADDRESS: SALBASHA@FARMERSAGENT.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jakher Inc 1276 Via Venezia Corona, CA 92881	INSURER A: Hiscox Insurance Co Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PROJECT / LOC OTHER:	X	X	P102.950.731.1	02/08/2024	02/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $EXC $5000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	P102.950.731.1	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
A	Professional Liability	X	X	P102.950.730.1	02/08/2024	02/08/2025	EACH OCCURENCE: AGGREGATE LIMIT:	$1,000,000 $2,000,000

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, representatives, volunteers and agents are included as additional insured as respects to the General Liability and Automobile Liability.
Waiver of Subrogation applies to the General Liability, Automobile Liability, and Professional Liability. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA

INSURANCE APPROVED
RG
~~2/22/2024~~

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 Edgar Mendez

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The ACORD name and logo are registered marks of ACORD

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 Jakher Inc., a California corporation ("Consultant") is effective as of the 17th day of ~~June~~ July, 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 22, 2024 ("Agreement") whereby Consultant agreed to provide on call services including analysis of ADA deficiencies within the City, for a not to exceed cost of $24,500. The term of the Agreement is set to expire January 21, 2025.

B. The Parties severely underestimated the amount of work that City will need Consultant to provide, and now the Parties seek to increase the not to exceed contract sum by $49,500 to allow Consultant to continue to provide City the on call services, thereby increasing the contract sum to $74,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

> "2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Seventy*** ~~Twenty~~ Four Thousand ~~Five Hundred~~ Dollars and Zero Cents (***$74,000.00*** ~~**$24,500.00**~~) ("Contract Sum")."

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.

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. Each party represents and warrants to the other

that the Agreement, as amended by this Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[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

David C. Roberts, Jr, City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

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 Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr, City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

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	CONTACT NAME: SAED ALBASHA	
ALBASHA INSURANCE AGENCY 620 W ROUTE 66 #105 GLENDORA, CA 91740	PHONE (A/C, NO, EXT): 626-852-7947	FAX (A/C, NO): 626-408-6636
	E-MAIL ADDRESS: SALBASHA@FARMERSAGENT.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jakher Inc 1276 Via Venezia Corona, CA 92881	INSURER A: Hiscox Insurance Co Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	X	X	P102.950.731.1	02/08/2024	02/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000 $EXC $5000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	X	X	P102.950.731.1	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
A	Professional Liability	X	X	P102.950.730.1	02/08/2024	02/08/2025	EACH OCCURENCE: AGGREGATE LIMIT:	$1,000,000 $2,000,000

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, representatives, volunteers and agents are included as additional insured as respects to the General Liability and Automobile Liability.
Waiver of Subrogation applies to the General Liability, Automobile Liability, and Professional Liability. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER	CANCELLATION
City of Carson 701 E Carson Street Carson, CA INSURANCE APPROVED RG ~~2/22/2024~~	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 Edgar Mendez

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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 Jakher Inc., a California corporation ("Consultant") is effective as of the 17th day of September, 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 22, 2024 ("Agreement") whereby Consultant agreed to provide on call services including analysis of ADA deficiencies within the City, for a not to exceed cost of $24,500. The term of the Agreement is set to expire January 21, 2025.

B. Having severely underestimated the amount of work City would need Consultant to provide under the Agreement, the Parties entered into an amendment to the Agreement dated July 17, 2024 ("Amendment No. 1") to increase the not to exceed contract sum by $49,500 to allow Consultant to provide City the on call services, thereby increasing the Contract Sum to $74,000.

C. City and Consultant now desire to amend the Agreement to (i) extend the term from January 21, 2025 to June 30, 2025 and (ii) increase the not to exceed contract sum by another $74,000 to allow Consultant to continue to provide City the on call services during the extended period, thereby increasing the Contract Sum to $148,000.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

> "2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One Hundred Forty Eight*** ~~Seventy~~ ~~Four~~ Thousand Dollars and Zero Cents **(*$148,000.00*~~$74,000.00~~)** ("Contract Sum")."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but ~~not exceeding~~ ***no later than June 30, 2025*** ~~one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

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 Amendment No. 1 and this Amendment No. 2 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 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 and Amendment No. 1, as amended by this Amendment No. 2, 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 and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No.2024-0753.pdf

File #: 2024-0753, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER ADOPTING RESOLUTION NO. 24-087, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGIBLE (CITY COUNCIL)

I. SUMMARY

The California Department of Resources Recycling and Recovery (CalRecycle), administers various grant programs (grants) to reduce, recycle, and reuse solid waste generated in the State of California (State).

In order to be eligible to receive grants, CalRecycle requires the adoption of a resolution by the City Council authorizing submittal and administration of applications for all grants for which the City of Carson is eligible.

Resolution No. 24-087 authorizes the City Manager to submit applications and administer the grant documents (Exhibit No. 1).

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 24-087, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGIBLE.”

III. ALTERNATIVES

1. DO NOT ADOPT Resolution No. 24-087. However, the State of California requires adoption of a resolution authorizing submittal of grant applications.
2. TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The State of California initiated a program through CalRecycle for the reduction, reuse and recycling of solid waste generated in the State. The goal of CalRecyle is to preserve landfill capacity and protect public health, safety and the environment.

In order to process grant applications, CalRecycle has established procedures governing the application, award, and management of the grants. The procedures require an applicant's governing body to declare, by resolution, certain authorizations related to the administration of CalRecycle grants.

Resolution No. 24-087 authorizes the submittal of applications to CalRecycle for various grants for which the City of Carson is eligible. Additionally, it authorizes the City Manager to execute all grant documents, including applications, agreements, amendments, and requests for payment, as necessary to secure grant funds and implement the approved grant project.

The resolution also sets the time limit of these authorizations to the maximum allowable time set by CalRecycle, which is five years from the date of adoption of this resolution.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution Number 24-087 (pgs. 3-4)

Prepared by: Dr. Arlington Rodgers, Jr., Public Works Director and Robin Wilson, Public Works Programs Administrator

RESOLUTION NO. 24-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, In furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Carson authorizes the submittal of application(s) to CalRecycle for all grants for which City of Carson is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Carson all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2024.

APPROVED AS TO FORM: CITY OF CARSON:

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-087 adopted by the City of Carson City Council at its meeting held on September 17, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dr. Khaleah K. Bradshaw, City Clerk

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No. 2024-0769.pdf

File #: 2024-0769, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Consent

SUBJECT:

CONSIDER APPROVING A CONTINGENCY BUDGET FOR THE AWARDED PUBLIC WORKS AGREEMENT WITH INTERIOR PLUS, INC. FOR CAPITAL IMPROVEMENT PROJECT PW 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION (CITY COUNCIL)

I. SUMMARY

On April 4, 2024, an Invitation for Bids (IFB) was issued via Planet Bids, seeking proposals from qualified firms to provide construction services for the City of Carson basement renovation. Despite the initial absence of bids during the open period which concluded on May 20, 2024, Interior Plus, Inc. submitted a bid later in the day. Following a review of their proposal, Staff determined that Interior Plus, Inc. is a suitable candidate for the construction project. On July 2, 2024, Staff recommended, and City Council approved a Public Works Agreement with Interior Plus, Inc., in the amount not to exceed $3,789,181.16 (Exhibit No. 1).

Staff is requesting for City Council to approve a contingency budget in the amount of $166,000.00 for unforeseen costs related to the project.

II. RECOMMENDATION

APPROVE a contingency budget in the amount of $166,000.00 for the Public Works Agreement with Interior Plus, Inc., a California corporation, for Capital Improvement Project PW 1731: City Hall Basement Renovation for any unforeseen construction cost.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council as allowed by law.**IV. BACKGROUND**

The City of Carson was awarded American Rescue Plan Act funding to support various

projects, one of which is the basement renovation including the Emergency Operation Center (EOC), as well as administrative office space for the Public Safety & Emergency Services (PS/ES) and the Information Technology and Security (ITS) Departments.

The City recognizes the significance that these areas play in coordinating emergency efforts and has acknowledged the need for the basement renovation improvements. The EOC is designed to support emergency response, business continuity and crisis communication activities. When activated, the EOC is utilized as centralized command and control center where multiple agencies from the region can coordinate fire, law enforcement, emergency medical services and public information for those in need in our community.

When not activated, the EOC will serve as a training facility for emergency preparedness related training. Due to the system's age and amount of usage, as well as advances in technology, the space and audio/visual capabilities require upgrade. Upon completion, the improvements will provide for a facility that meets the needs for preparing for, responding to, and recovering from natural and man-made disasters.

On April 4, 2024, an Invitation for Bids (IFB) was issued via Planet Bids, seeking proposals from qualified firms to provide construction services for the City of Carson basement renovation. Despite the initial absence of any bids submitted during the open period which concluded on May 20, 2024, at 11am, Interior Plus, Inc. submitted a bid later in the day around 1pm. Following a review of their proposal, city staff determined that Interior Plus, Inc. is a suitable candidate for the construction project. On July 2, 2024, Staff recommended, and City Council approve a Public Works Agreement with Interior Plus, Inc., in the amount not to exceed $3,789,181.16 (Exhibit No. 1)

Staff is requesting for City Council to approve a contingency budget in the amount of $166,000.00 for unforeseen costs related to the project.

V. FISCAL IMPACT

If the contingency budget is approved account number 101-99-999-904-6004 Capital Improvement Project PW1731 Basement/Emergency Operations Center Renovation will be used, resulting in no net fiscal impact.

VI. EXHIBITS

1. Public Works Agreement with Interior Plus, Inc.

Prepared by: Nora Garcia, Emergency Services Manager

Exhibit No. 1

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
INTERIOR PLUS, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and Interior Plus, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. 1731: City Hall Basement Renovations ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this

Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Three Million Seven Hundred Eighty Nine Thousand One Hundred Eighty One Dollars and Sixteen Cents (**$3,789,181.16**) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth

in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within eighty (80) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in

writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Stephen Munoz	President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Nora Garcia, Emergency Services Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have

authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly

excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use,

reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is

not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to

respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq*. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

INTERIOR PLUS, INC., a California corporation

*By: _____
Name: Stephen Munoz
Title: President

*By: _____
Name: _____
Title: _____

Address: 12000 Slauson Ave., Suite 20
Santa Fe Springs, CA 90670

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

SEE ATTACHED BID SCHEDULE

IFB 24-07 - PROJECT NO. 1731 CITY HALL BASEMENT RENOVATION BID SCHEDULE					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization (Carson General Conditions)	1	LS	$ 835,170.53	$ 835,170.53
2	Existing Conditions	1	LS	$ 235,395.96	$ 235,395.96
3	Concrete including rebar, etc	1	LS	$ 254,071.14	$ 254,071.14
4	Masonry	1	LS	$ 28,000.00	$ 28,000.00
5	Metals, including framing	1	LS		$ -
6	Wood, Plastic and Composites	1	LF	$ 66,688.39	$ 66,688.39
7	Thermal and Moisture Protection	1	LS		$ -
8	Openings, including Doors, Frames & Hardware	1	LS	$ 160,007.00	$ 160,007.00
9	Finishes, including Walls, Ceilings & Flooring	1	LS	$ 828,336.34	$ 828,336.34
10	Specialities, including restroom partitions, fixtures	1	LS	$ 63,211.20	$ 63,211.20
11	Equipment & Fixtures, including appliances	1	LS	$ 175,000.00	$ 175,000.00
12	Furnishings	1	LS		$ -
13	Special Construction	1	LS		$ -
14	Fire Supression	1	LS	$ 55,620.50	$ 55,620.50
15	Plumbing	1	LS	$ 30,234.10	$ 30,234.10
16	HVAC	1	LS	$ 384,436.00	$ 384,436.00
17	Integrated Automation	1	LS		$ -
18	Electrical	1	LS	$ 673,010.00	$ 673,010.00
19	Communications	1	LS		$ -
20	Electrical Safety and Security	1	LS		$ -
21	Utilities	1	LS		$ -
22	Allowance #1	1	LS	**$175,000.00**	**$175,000.00**
TOTAL BASE BID AMOUNT*		**Figures**	**$**		**3,789,181.16**
		Words	three million seven hundred eighty-nine thousand one hundred eighty-one dollars and sixteen cents		

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

None.

EXHIBIT C

PERFORMANCE BOND

We, Interior Plus, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Three Million Seven Hundred Eighty Nine Thousand One Hundred Eighty One Dollars and Sixteen Cents ($3,789,181.16)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Interior Plus, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Three Million Seven Hundred Eighty Nine Thousand One Hundred Eighty One Dollars and Sixteen Cents ($3,789,181.16)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda ID No. 2024-0710.pdf

File #: 2024-0710, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Discussion

SUBJECT:

CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC., FOR PROJECT NO.1610: FOISIA PARK IMPROVEMENTS (CITY COUNCIL)

I. SUMMARY

Project No. 1610 Foisia Park Improvements is listed in the City's Capital Improvement Program (CIP). The Invitation for Bids (IFB) No. 24-09 was advertised in the Daily Journal, and through the PlanetBids portal from June 6, 2024 to July 08, 2024. Two (2) firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on July 8, 2024. Environmental Construction, Inc. (ECI) was the apparent lowest responsive and responsible bidder, with a total base bid amount of $9,935,503.46. The second lowest bidder was submitted by PUB Construction, Inc. in the amount of $12,757,062.40.

However, on July 12, 2024, ECI submitted a letter requesting to withdraw bid due to their oversight of two bid items that were miscalculated which underestimated their bid by at least $348,750. The second lowest bidder, PUB Construction Inc., was determined to be responsive responsible bidder.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a construction contract to the lowest responsive and responsible bidder, PUB Construction Inc., for Project No. 1610: Foisia Park Improvements, in an amount not to exceed $12,757,062.40.

2. AUTHORIZE the Mayor to execute a Construction Contract with PUB Construction Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.

2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The Foisia Park Improvement, Project No. 1610, involves a new culturally themed community stage area, new picnic/barbeque areas with shade structures, new outdoor exercise stations, new ball field improvement with lighting, new pathway/security lighting, new pedestrian walking/jogging pathways, renovations to the children's playground, parking lot improvements, new park marquee sign, new irrigation system, and new planting throughout the park (Exhibit No. 1).

Project No. 1610 is listed in the City's Capital Improvement Program (CIP). Plans, Specifications and Estimate (PS&E) were completed in June 2024. The City released IFB No. 24-09 and the project was advertised for construction bids on PlanetBids and in the Daily Journal from June 6, 2024 to July 08, 2024.

Two bids were received and were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on July 8, 2024 (Exhibit No. 2). After reviewing bid documents and checking the bidder's references, Environmental Construction, Inc. (ECI) was the apparent lowest responsive and responsible bidder with a total bid in the amount of $9,935,503.46.

However, on July 12, 2024, ECI submitted a letter requesting to withdraw their bid due to their oversight of two bid items that they miscalculated which underestimated their bid by at least $348,750 (Exhibit No. 3). After discussions with the Assistant City Attorney, it was concluded that ECI followed the public contract code to legally withdraw their bid without being subject to assessment of any penalty.

The second lowest bidder, PUB Construction Inc., was determined to be responsive and a responsible bidder with a total bid in the amount of $12,757,062.40 (Exhibit No. 4).

The bid results are listed below:

No.	Bidder	Place of Business	Validated Bid Amount
1.	Environmental Construction Inc.	Woodland Hills, CA	$9,935,503.46
2.	PUB Construction Inc.	Diamond Bar, CA	$12,757,062.40

It needs to be noted here that PUB Construction Inc.'s bid contained errors in the calculation of its bid amount. While its submitted bid amount was $12,686,864.32, when staff tabulated the subtotals for individual items *as submitted by contractor*, the actual amount was $13,166,863.52. Moreover, contractor's bid contained errors in tabulation of the subtotals using unit pricing. Staff rectified all these errors to compute the actual, accurately

calculated subtotals, resulting in a total project cost of $12,757,062.40; this is the reason PUB Construction Inc.'s bid as submitted is different from the contract amount. City is permitted to make such adjustments because the bid package states "the City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received" and "in case of variations between the unit price and the extended total, the unit price will prevail."

PUB Construction Inc., is a licensed contractor by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by PUB Construction Inc., is in order, and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed projects in an acceptable manner.

The approximate timeline of this project is as follows:

Advertise for Construction Bid	June 6, 2024
Bid Opening	July 8, 2024
Award of Contract	September 17, 2024
Contract Execution	September 18, 2024
PO Issuance	September 23, 2024
Start Construction	October 7, 2024
Complete Construction	June 2025

The project may experience delay depending on weather conditions and other unknown items and staff may have to adjust the schedule accordingly. Staff requests that the City Council award a construction contract to the lowest responsive and responsible bidder, PUB Construction, Inc., in the amount of $12,757,062.40.

If any unforeseen construction work such as substructure conflicts, lead containing materials removal and disposal, material testing shall arise, resulting in a need to execute change orders, staff will bring the matter to Council and ask for additional funds at that time.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is $12,757,062.40.

The total project cost is included in the FY 2024-2025 CIP budget utilizing CIP-General Fund Account 101-99-999-904-8008.

VI. EXHIBITS

1. Foisia Park Improvements Concept Plan (pg. 5-9)

2. Bid Registry & Bid Results (pg. 10-12)

3. Environmental Construction Inc., Withdrawal Letter (13-14)

4. PUB Construction Bid (pg. 15-47)

5. Contract (pg. 48-87)

Prepared by: Dr. Arlington Rodgers Jr., Public Works Director and Raymond Velasco, PE, Public Works Operations Manager

EXHIBIT NO. 1

9/13/23

PARKS & REC Mtg (RV, MW, BG, TG, SG)
Ideal Council Date: Oct 3
Revised Concepts due to staff by 9/21

Alternative Council Date: Oct 17
Revised Concepts due to staff by 9/28

FOISIA
• Concrete walk paths to picnic tables
• No Bollard Lightings
• There will be pathway lighting for the project (but do not show on the image board)
• Cornhole shall be portable not permanent
• Picnic shade sail post height shall be uniform rather than offset
• Provide a better bleachers with shading
• City is In process of installing security cameras. These shall be accounted for in the construction plans and shall be camouflaged and incorporated into future improvements
• (RV TO OBTAIN SITE PLAN FOR SECURITY CAMERA AND SHARE WITH ADL AND RJM)



1 Culturally Themed Community Stage
2 Synthetic Turf Audience Area
3 Picnic/BBQ areas with shade structures
4 New Cornhole/Game Area
5 New Outdoor Exercise Stations
6 Repair/Replace Pathways
7 Upgrade Park & Pathway Lighting
8 Reconfigure & Upgrade Ballfields
9 Replace/Heighten Backstops & Fencing
10 New Shade for Dugouts
11 New Musco Sports Field Lighting
12 New Screening Trees Along Ravena
13 Renovate Concession Shade Trellis
14 New Children's Playground w/ Shade
15 Renovate Group Picnic w/ Shade
16 Parking lot Improvements
17 Renovate Park Marquee Sign
18 Relocate Existing Park Sign

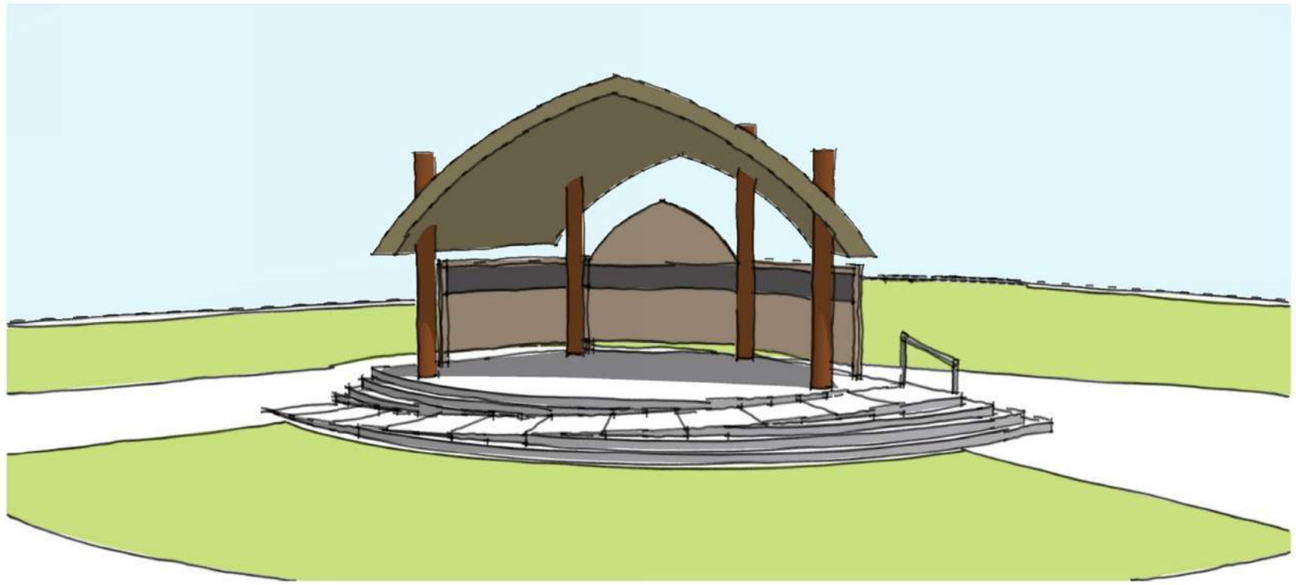
ADL Planning Associates
Urban Planning and Landscape Architecture

September 5, 2023

CONCEPT PLAN

Fosia Park Improvements

CITY OF CARSON, CA



Stage & Shade Structure (Design Sketch)



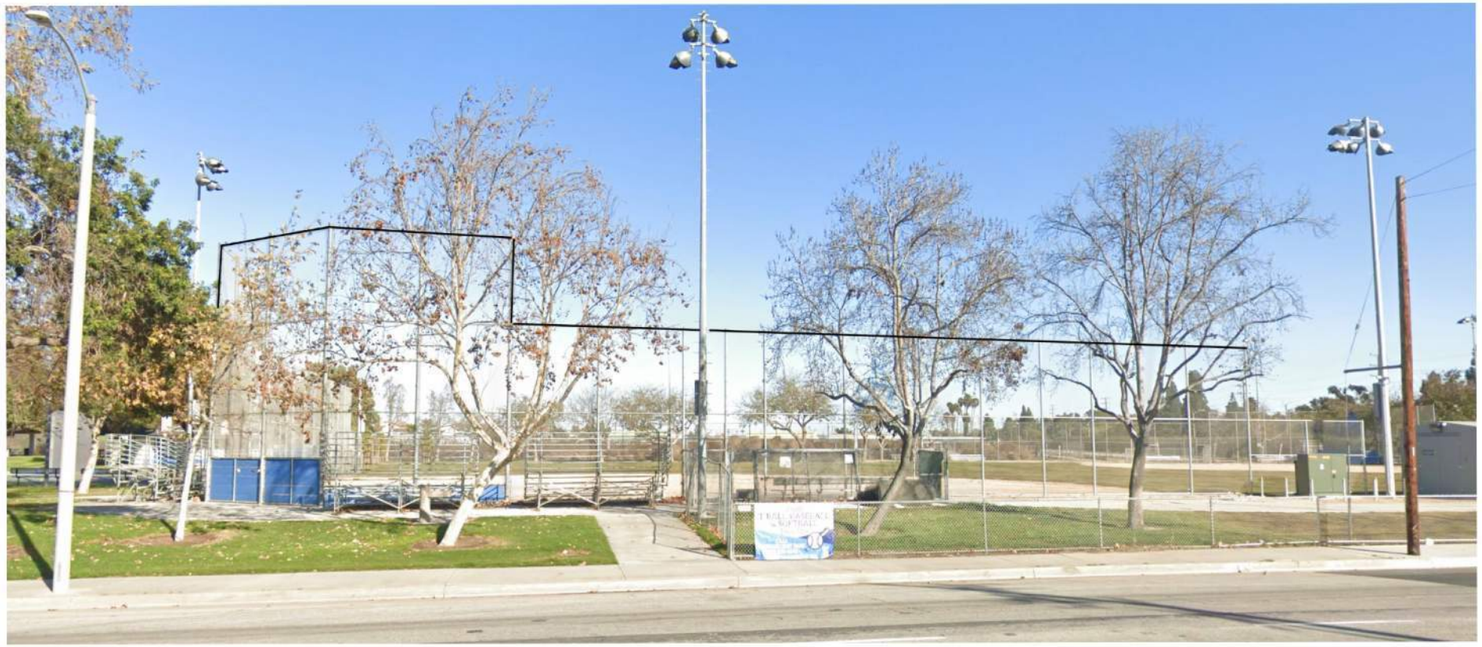
Corn Hole



Picnic Shade Sail



Picnic Table



Ballfield Backstop & Fencing



Dugout



Bleachers



Fitness Equipment



Childrens Play Structure with Shade



Ball Field Lighting



Bollard Pathway Lighting



Pathway Lighting

Exhibit No. 2

CITY OF CARSON
BID REGISTER

City Clerk's Office
RECEIVED
7-8-24
10:00 a.m.

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-09 – PROJECT NO. PW1610 FOSSIA PARK IMPROVEMENTS*

BID OPENING DATE: *07-08-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Environmental Construction, Inc.	Eric Gamoal	7-8-24 9:59 a.m.	—	$9,935,506.30	
2.	pub Construction, Inc.	Darin Maddox	7-8-24 9:44 a.m.	—	$12,686,864.32	
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials)

Staff Present: RAYMOND VELASCO (Print Legibly) RV (Initials)

Michael Buist
Johnathan Chan

City Clerk: _____ (Signature) Deputy City Clerk

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

BID OPENING DATE: 7/8/24

BID WITHDRAWN

	Foisia Park Improvements - Prj No. 1610			Enviormental Construction Inc.		License No. 498624	PUB Construction Inc.		License No. 788668
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST1	ITEM COST1	submitted bid cost1	UNIT COST2	ITEM COST2	submitted bid cost2
1	Bonding, Insurance & Mobilization	1	LS	$740,000.00	$740,000.00	$740,000.00	$480,000.00	$480,000.00	$480,000.00
2	Survey	1	LS	$41,140.00	$41,140.00	$41,140.00	$44,400.00	$44,400.00	$44,400.00
3	Temporary Fencing	1	LS	$72,400.00	$72,400.00	$72,400.00	$9,600.00	$9,600.00	$9,600.00
4	Traffic Control	1	LS	$500.00	$500.00	$500.00	$18,000.00	$18,000.00	$18,000.00
5	Demolition, Removal & Haul	1	LS	$449,310.00	$449,310.00	$449,310.00	$588,840.00	$588,840.00	$588,840.00
6	Erosion Control	1	LS	$30,340.00	$30,340.00	$30,340.00	$12,000.00	$12,000.00	$12,000.00
7	Grading	1	LS	$91,226.50	$91,226.50	$91,226.50	$610,920.00	$610,920.00	$610,920.00
8	Drainage	1	LS	$17,052.00	$17,052.00	$17,052.00	$240,000.00	$240,000.00	$240,000.00
9	Soil Import	57	CY	$100.00	$5,700.00	$5,700.00	$600.00	$34,200.00	$34,200.00
10	Electrical Upgrades & Switchgear	1	LS	$188,805.10	$188,805.10	$188,805.10	$185,377.20	$185,377.20	$185,377.20
11	Drinking Fountains	6	EA	$7,800.00	$46,800.00	$46,800.00	$11,040.00	$66,240.00	$66,240.00
12	Parking Lot Grind Overlay & Slurry Seal	14,385	SF	$6.00	$86,310.00	$86,310.00	$7.50	$107,887.50	$107,887.50
13	Striping Parking Lots	1	LS	$6,466.90	$6,466.90	$6,466.90	$7,680.00	$7,680.00	$7,680.00
14	Curb & Gutter	284	LF	$38.00	$10,792.00	$10,792.00	$36.00	$10,224.00	$10,224.00
15	Concrete Paving “A” (4”, Broom Finish)	23,316	SF	$19.00	$443,004.00	$443,004.00	$15.60	$363,729.60	$363,729.60
16	Concrete Paving “B” (4”, Broom Finish, 5’ Sawcut Grid)	19,390	SF	$19.20	$372,288.00	$372,288.00	$18.00	$349,020.00	$349,020.00
17	Concrete Paving “C” (4”, TopCast # 5 Sandblast Finish)	10,848	SF	$20.00	$216,960.00	$216,960.00	$20.40	$221,299.20	$221,299.20
18	Concrete Paving “D” (4”, Integral Colored, TopCast # 5 Finish)	1,520	SF	$23.00	$34,960.00	$34,960.00	$37.20	$56,544.00	$56,544.00
19	Elevated Stage, Steps & Ramp	1	LS	$81,022.00	$81,022.00	$81,022.00	$157,200.00	$157,200.00	$157,200.00
20	Concrete PIP Seatwalls	232	LF	$435.00	$100,920.00	$100,920.00	$600.00	$139,200.00	$139,200.00
21	Concrete Mow Curb & Under-Fence Header	6,325	LF	$22.00	$139,150.00	$139,150.00	$15.60	$98,670.00	$98,670.00
22	Marquee Monument & Digital Signs	1	LS	$122,883.00	$122,883.00	$122,883.00	$108,000.00	$108,000.00	$108,000.00
23	Site/Area Lighting	1	LS	$615,612.80	$615,612.80	$615,612.80	$944,592.00	$944,592.00	$944,592.00
24	Musco Ballfield Lighting	1	LS	$572,687.50	$572,687.50	$572,687.50	$869,032.00	$869,032.00	$869,032.00
25	Poligon Stage Cover Structure	1	EA	$310,879.00	$310,879.00	$310,879.00	$420,000.00	$420,000.00	$420,000.00
26	Poligon Group Picnic Shade Structure	2	EA	$172,265.00	$344,530.00	$344,530.00	$114,000.00	$228,000.00	$228,000.00
27	Shade Sail Structure	3	EA	$115,254.00	$345,762.00	$345,762.00	$114,000.00	$342,000.00	$342,000.00
28	Poligon Bleacher Shade Sails	6	EA	$58,603.55	$351,621.30	$351,621.30	$79,200.00	$475,200.00	$475,200.00
29	Fitness Stations	7	EA	$27,571.43	$193,000.01	$193,000.00	$7,680.00	$53,760.00	$53,760.00
30	Ballfield #1 Fencing, Gates, Backstop, Dugouts with Shade, Foul Poles, Fine Grading & Sign	1	LS	$491,620.00	$491,620.00	$491,620.00	$800,769.60	$800,769.60	$800,769.60
31	Ballfield #2 Fencing, Gates, Backstop, Dugouts with Shade, Foul Pole, Fine Grading & Sign	1	LS	$427,620.00	$427,620.00	$427,620.00	$731,622.00	$731,622.00	$731,622.00

BID OPENING DATE: 7/8/24

BID WITHDRAWN

	Foisia Park Improvements - Prj No. 1610			Enviormental Construction Inc.		License No. 498624	PUB Construction Inc.		License No. 788668
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST1	ITEM COST1	submitted bid cost1	UNIT COST2	ITEM COST2	submitted bid cost2
32	Ballfield #3 Fencing, Gates, Backstop, Dugouts with Shade, Fine Grading & Sign	1	LS	$350,620.00	$350,620.00	$350,620.00	$578,604.00	$578,604.00	$578,604.00
33	Skinned Infield	42,545	SF	$1.42	$60,413.90	$60,413.90	$14.40	$612,648.00	$612,648.00
34	Dugout Furnishings, (Player Bench & Bat Rack)	6	EA	$4,200.00	$25,200.00	$25,200.00	$8,640.00	$51,840.00	$51,840.00
35	Synthetic Turf (In front of Stage)	1,945	SF	$92.94	$180,768.30	$180,768.30	$37.20	$72,354.00	$72,354.00
36	Miracle Play Structure & Play Surface	1	LS	$482,900.00	$482,900.00	$482,900.00	$492,000.00	$492,000.00	$492,000.00
37	Benches	19	EA	$1,960.00	$37,240.00	$37,240.00	$1,800.00	$34,200.00	$34,200.00
38	8’ Picnic Tables	25	EA	$2,500.00	$62,500.00	$62,500.00	$2,400.00	$60,000.00	$60,000.00
39	Round Picnic Table (w/ Umbrella Hole)	2	EA	$3,500.00	$7,000.00	$7,000.00	$2,640.00	$5,280.00	$5,280.00
40	BBQ Grill	10	EA	$4,200.00	$42,000.00	$42,000.00	$2,400.00	$24,000.00	$24,000.00
41	Trash Receptacles	22	EA	$2,700.00	$59,400.00	$59,400.00	$3,000.00	$66,000.00	$66,000.00
42	Irrigation System	1	LS	$630,142.00	$630,142.00	$630,142.00	$562,560.00	$562,560.00	$562,560.00
43	DG (Turf-Street Sidewalk Buffer)	3,335	SF	$9.50	$31,682.50	$31,682.50	$8.40	$28,014.00	$28,014.00
44	Planting Area Prep & Fine Grading	292,220	SF	$0.20	$58,444.00	$58,444.00	$0.47	$137,343.40	$136,758.96
45	Soil Prep/Amendments	292,220	SF	$0.30	$87,666.00	$87,666.00	$0.36	$105,199.20	$105,199.20
46	Turf-Hydroseed	155,990	SF	$0.25	$38,997.50	$38,997.50	$1.62	$252,703.80	$252,703.80
47	Turf-Sod (Ballfield)	120,050	SF	$1.00	$120,050.00	$120,050.00	$2.10	$252,105.00	$252,105.00
48	Root Barrier	940	LF	$19.00	$17,860.00	$17,860.00	$14.40	$13,536.00	$13,536.00
49	Trees (36” Box)	34	EA	$3,500.00	$119,000.00	$119,000.00	$1,560.00	$53,040.00	$53,040.00
50	Palm Trees (15’ BTH)	13	EA	$3,000.00	$39,000.00	$39,000.00	$4,560.00	$59,280.00	$469,680.00
51	Shrubs (1 Gal)	180	EA	$18.00	$3,240.00	$3,240.00	$18.00	$3,240.00	$3,240.00
52	Shrubs (5 Gal)	129	EA	$41.00	$5,289.00	$5,289.00	$34.80	$4,489.20	$4,489.20
53	Shrubs (15 Gal)	256	EA	$216.00	$55,296.00	$55,296.00	$148.80	$38,092.80	$38,092.80
54	Groundcover (4” Pots)	8,525	SF	$1.40	$11,935.00	$11,935.00	$0.74	$6,308.50	$6,342.60
55	Mulch (4” layer)	12,135	SF	$3.09	$37,497.15	$37,500.00	$1.00	$12,135.00	$12,086.46
56	120-Day landscape maintenance period	1	LS	$19,000.00	$19,000.00	$19,000.00	$46,082.40	$46,082.40	$46,082.40
57	Turn-Over, As-Builts & Close-Out	1	LS	$1,000.00	$1,000.00	$1,000.00	$12,000.00	$12,000.00	$12,000.00
58	Allowance	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
					$9,935,503.46	**$9,935,506.30**		**$12,757,062.40**	**$13,166,863.52**
					VALIDATED AMOUNT	**-$2.84**		**VALIDATED AMOUNT**	**-$409,801.12**
					True calculated bid is Lower than submitted bid			True calculated bid is Lower than submitted bid	

Exhibit No. 3

ENVIRONMENTAL CONSTRUCTION, INC.

General Engineering Contractors
21550 Oxnard Street, Suite #1060
Woodland Hills, CA 91367
818-449-8920

July 12, 2024

City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Construction Contracts Team Manager

Re: **Foisia Park Improvements Project**

Project ID No. **PW1610**

Dear Construction Contracts Manager:

Environmental Construction, Inc. hereby requests relief from its July 8, 2024 bid for the above-noted project due to a clerical error. This request is in accordance with Section 5103 of the Public Contract Code.

A clerical error was made in applying an incorrect price for Item #36. We intended to include a price of $348,750.00 based on a subcontractor's pricing. However, due to a clerical mistake in the excel formula, Item #36 was not summed up correctly. Had this clerical error not been made, our total bid would've been $10,448,614.30.

Please review and approve our request to withdraw this bid proposal. I am available at 818-449-8920 to provide you with additional information.

Sincerely,



Farid Soroudi
CEO

From: Aria Soroudi
Sent: Wednesday, July 24, 2024 11:21 AM
To: Raymond Velasco
Subject: FW: ECI Bid Withdrawal | Foisia Park Improvements Project (PW1610)
Attachments: Bid Withdrawal Foisia Park Improvements.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Raymond,

Confirming our bid withdrawal for this project due to the clerical error made as outlined in the attached letter we sent over. In addition, as I mentioned on the phone, our listed electrician also indicates they made a clerical error on their end as well.

As such, we are requesting approval of our request to withdraw our bid proposal.

Aria Soroudi | Vice President
ENVIRONMENTAL CONSTRUCTION, INC.
21550 Oxnard Street, Suite 1060
Woodland Hills, CA 91367

BID
PROJECT NO.: PW1610
Fosia Park Design and Construction

BID LETTER (IFB-24-09)

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CITY'S PROJECT NO.: PW1610
TITLE: Foisia Park Improvements

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **160 working days** from the date the notice to proceed is issued by the Engineer.

BID

BID SCHEDULE – (IFB-24-09)

PROJECT NO. PW1610

Foisia Park Improvements

Bid Item	Description	Qty	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	480,000	480,000
2	Survey	1	LS	44,400	44,400
3	Temporary Fencing	1	LS	9,600	9,600
4	Traffic Control	1	LS	18,000	18,000
SITE CONSTRUCTION					
5	Demolition, Removal & Haul	1	LS	588,840	588,840
6	Erosion Control	1	LS	12,000	12,000
7	Grading	1	LS	610,920	610,920
8	Drainage	1	LS	240,000	240,000
9	Soil Import	57	CY	600	34,200
10	Electrical Upgrades & Switchgear	1	LS	185,377.20	185,377.21
11	Drinking Fountains	6	EA	11,040	66,240
12	Parking Lot Grind Overlay & Slurry Seal	14,385	SF	7.50	107,887.50
13	Striping Parking Lots	1	LS	7680	7680
14	Curb & Gutter	284	LF	36.00	10,224
15	Concrete Paving "A" (4", Broom Finish)	23,316	SF	15.60	363,729.60
16	Concrete Paving "B" (4", Broom Finish, 5' Sawcut Grid)	19,390	SF	18	349,020

17	Concrete Paving "C" (4", TopCast # 5 Sandblast Finish)	10,848	SF	20.40	221,299.20
18	Concrete Paving "D" (4", Integral Colored, TopCast # 5 Finish)	1,520	SF	37.20	56,544
19	Elevated Stage, Steps & Ramp	1	LS	157,200	157,200
20	Concrete PIP Seatwalls	232	LF	600	139,200
21	Concrete Mow Curb & Under-Fence Header	6,325	LF	15.60	98,670
22	Marquee Monument & Digital Signs	1	LS	108,000	108,000
23	Site/Area Lighting	1	LS	944,592	944,592
24	Musco Ballfield Lighting	1	LS	869,032	869,032
25	Poligon Stage Cover Structure	1	EA	420,000	420,000
26	Poligon Group Picnic Shade Structure	2	EA	114,000	228,000
27	Shade Sail Structure	3	EA	114,000	342,000
28	Poligon Bleacher Shade Sails	6	EA	79,200	475,200
29	Fitness Stations	7	EA	7680	53,760
30	Ballfield #1 Fencing, Gates, Backstop, Dugouts with Shade, Foul Poles, Fine Grading & Sign	1	LS	800,769.60	800,769.60
31	Ballfield #2 Fencing, Gates, Backstop, Dugouts with Shade, Foul Pole, Fine Grading & Sign	1	LS	731,622	731,622
32	Ballfield #3 Fencing, Gates, Backstop, Dugouts with Shade, Fine Grading & Sign	1	LS	578,604	578,604
33	Skinned Infield	42,545	SF	14.40	612,648
34	Dugout Furnishings, (Player Bench & Bat Rack)	6	EA	8640	51,840
35	Synthetic Turf (In front of Stage)	1,945	SF	37.20	72,3521
36	Miracle Play Structure & Play Surface	1	LS	492,000	492,000
37	Benches	19	EA	1800	34,200

38	8' Picnic Tables	25	EA	2400	60,000
39	Round Picnic Table (w/ Umbrella Hole)	2	EA	2640	5280
40	BBQ Grill	10	EA	2400	24,000
41	Trash Receptacles	22	EA	3000	66,000
IRRIGATION					
42	Irrigation System	1	LS	562,560	562,560
PLANTING					
43	DG (Turf-Street Sidewalk Buffer)	3,335	SF	8.40	28,014
44	Planting Area Prep & Fine Grading	292,220	SF	.47	136,758.96
45	Soil Prep/Amendments	292,220	SF	.36	105,199.20
46	Turf-Hydroseed	155,990	SF	1.62	252,703.80
47	Turf-Sod (Ballfield)	120,050	SF	2.10	252,105
48	Root Barrier	940	LF	14.40	13,536
49	Trees (36" Box)	34	EA	1560	53,040
50	Palm Trees (15' BTH)	13	EA	4560	469,680
51	Shrubs (1 Gal)	180	EA	18	3,240
52	Shrubs (5 Gal)	129	EA	34.80	4489.20
53	Shrubs (15 Gal)	256	EA	148.80	38,092.80
54	Groundcover (4" Pots)	8,525	SF	.74	6342.50
55	Mulch (4" layer)	12,135	SF	1.00	12,086.46
56	120-Day landscape maintenance period	1	LS	46,082.40	

57	**Turn-Over, As-Builts & Close-Out**	1	LS	12,000	12,000
58	**Allowance**	1	LS	$400,000	$400,000
TOTAL BASE BID AMOUNT* (Project 1610):	**Figures**	$12,656,864.32			
	Words	TWELVE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR AND THIRTY TWO CENTS			

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of Eight Hundred Thousand Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY PUB Construction Inc.

SIGNED _____ DATE 7/5/24

to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

PUB Construction Inc.	[signature] President
Contractor's Business Name	Contractor Title
23545 Palomino Dr. #104	Chris Yi President
Business Address: Street	By Title
Diamond Bar CA 91765	788668 A, B, C15, C33, C54
City State Zip	Contractor's License No. and Classification
909-455-0187	7/5/24
Business Phone Number	Date
Chris Yi President	23545 Palomino Dr. #104
Name Title	Residence: Street
Diamond Bar CA 91765	909-455-0187
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

PROJECT NO. PW1610
Foisia Park Improvements

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS BID

The bidder X, proposed subcontractor _____ hereby certifies that he has X, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID
PROJECT NO. PW1610
Foisia Park Improvements

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___, has not** X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID
PROJECT NO. PW1610
Foisia Park Improvements

NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of Los Angeles

Chris Yi being first duly sworn, deposes and says that he or she is President of PUB Construction Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

PUB Construction Inc.
NAME OF BIDDER

SIGNATURE OF BIDDER

23545 Palomino Dr. #104
ADDRESS OF BIDDER

Diamond Bar	CA	91765
CITY	STATE	ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID
PROJECT NO. PW1610
Foisia Park Improvements

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT PUB Construction, Inc., as Principal,
and Western Surety Company, as Surety, are
held firmly bound unto the Owner, consisting of one or both of the following described public entities:

[X] ■ The City of Carson, California
[ ] ■ Successor Agency

in the sum of $ 10% of Bid----;
Ten Percent of Total Amount Bid---- DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

PROJECT NO.: **PW1610**
TITLE: **Foisia Park Improvements**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required insurance and bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 1st day of July, 2024.

PUB Construction, Inc. (SEAL)
Principal

BY: _____
Signature Chris Yi, President

Western Surety Company (SEAL)
Surety

BY: _____
Signature
Rebecca Haas-Bates, Attorney-in-Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 07/01/2024 *Date* before me, Alma Karen Hernandez, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Rebecca Haas-Bates *Name(s) of Signer(s)*,

who 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.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 07/01/2024
Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Western Surety Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of July, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

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 07/02/2024 before me, RALPH K. PARK, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHRIS YI,
who 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.

RALPH K. PARK
Notary Public - California
Los Angeles County
Commission # 2469511
My Comm. Expires Nov 3, 2027

Signature _____ **(Seal)**

BID

SCHEDULE OF BID ITEMS
PROJECT NO. PW1610
Foisia Park Improvements

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

BID

PROJECT NO. PW1610
Foisia Park Improvements

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance and endorsements within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not a sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Section 20174 in the event of his failure or refusal

BID
PROJECT NO. PW1610
Foisia Park Improvements

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid **or $10,000, whichever is greater**, the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code, as part of the information submitted for that proposed subcontractor, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

Company Name ABC RESOURCES INC. State License No. 538680
Address: 1527 W STATE ST Class C-12, C-32
City State Zip ONTARIO CA 91762 Portion of Work (%) .1 %
Desc of Work to be Subcontracted
ASPHALT, STENCILING, SLURRY, DIR # 1000001608

Company Name EARTHSCAPES State License No. 1027517
Address: 1533 S GRAND AVE Class C-27
City State Zip SANTA ANA CA 92705 Portion of Work (%) 10 %
Desc of Work to be Subcontracted
IRRIGATION, LANDSCAPE.

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Company Name FERREIRA CONST — State License No. 985180
Address: 10370 COMMERCE CNTR DR — Class A, C-10, C-13
City State Zip RANCHO CUCAMONGA CA 91730 — Portion of Work (%) 10%
Desc of Work to be Subcontracted
BALLFIELD WORK

Company Name CHASE ELECTRIC — State License No. 1002501
Address: 12594 CENTRAL AVE — Class C-10
City State Zip CHINO CA 91710 — Portion of Work (%) 10%
Desc of Work to be Subcontracted
ELECTRICAL.

Company Name WESTERN STATE BUILDERS — State License No. 1069677
Address: 2141 ORANGE AVE — Class D-34
City State Zip ESCONDIDO CA 92029 — Portion of Work (%) 8%
Desc of Work to be Subcontracted
EQUIP, INSTALLATION, TOT LOT, SHADE, FITNESS

Company Name EMPIRE DEMOLITION — State License No. 758633
Address: 137 JOY ST — Class C-21, C-61, C-12, D-06
City State Zip CORONA CA 92879 — Portion of Work (%) 10%
Desc of Work to be Subcontracted
DEMO & GRADING

Company Name — State License No.
Address: — Class
City State Zip — Portion of Work (%)
Desc of Work to be Subcontracted

BID
PROJECT NO. PW1610
Foisia Park Improvements

CONSTRUCTION PROJECT REFERENCE

The bidder is required to supply the following information.
(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: PUB Construction Inc.

Address: 23545 Palomino Dr. #104 Diamond Bar, CA 91765

Telephone: 909-455-0187

Type of Firm: Corporation
(Individual, Partnership, or Corporation)

Contractor's State License Classification 788668 Expiration date 12/31/2024

Contractor's DIR No. 1000005407

Corporate organized under the laws of the State of California

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation Chris Yi/President

Number of years as a contractor in construction work of this type: 24

Three projects of this type recently completed:

Project 1
Project Location Duarte, CA Contract Amount $1,328,347

Type of Project ADA improvements Date Completed 04/2023

Contact person Stephanie Sandoval Phone Number 626-357-7931

Project 2
Project Location Anaheim, CA Contract Amount $4,965,000

Type of Project Trail extension & demolition Date Completed 05/2021

Contact person Naomi Gruenthal Phone Number 714-765-4465

Project 3

Project Location Hermosa Beach, CA Contract Amount $1,006,800

Type of Project Public park restroom improvement Date Completed 08/2023

Contact person Joanthan Pascual Phone Number 310-318-0252

Bidder's Signature 

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature 

City of Duarte
1600 Huntington Drive, Duarte, CA 91010 | Tel (626) 357-7931 | Fax (626) 358-0018 | accessduarte.com

July 26, 2023

To Whom it May Concern:

PUB Construction, Inc. completed the Duarte City Hall ADA Improvement Project in June 2023 for the City.

The project scope included the removal of existing improvements and reconstruction of the Civic Plaza courtyard, access to the street and access to facility parking lot. New decorative lighting and updated irrigation was also part of the scope. In addition, there was a significant amount of grading, concrete reconstruction, decorative paving, and landscaping. Lastly, the project required complex coordination at times to maintain all City facilities open throughout construction to maintain services to residents and visitors uninterrupted. PUB Construction, Inc. delivered a high-quality product and worked with the City to ensure the project was successful in the end.

Please feel free to contact me for any additional information at ssandoval@accessduarte.com.

Stephanie Sandoval
Public Works Manager
City of Duarte

BID
PROJECT NO. PW1610
Foisia Park Improvements

BIDDER'S ASSURANCE

FROM:

Name of Bidder: PUB Construction Inc.

Business Address: 23545 Palomino Dr. #104

Diamond Bar, CA 91765

Telephone No: (909)455-0187

TO:

Members of the Owner's Legislative Body
C/o City Hall
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Invitation for Bids for:

PROJECT NO.: **PW1610**
TITLE: **FOISIA PARK IMPROVEMENTS**

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: _____ TITLE: President

BID
PROJECT NO. PW1610
Foisia Park Improvements

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM PUB Construction Inc.

TITLE OF PERSON SIGNING President

SIGNATURE _____

DATE 7/5/24

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

_____

_____

_____

_____

_____

BID

Project Labor Agreement
Letter of Assent
COMPANY LETTERHEAD

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: FOISIA PARK IMPROVEMENTS, PROJECT NO. PW1610

Dear City Manager:

This is to confirm that PUB Construction Inc. agrees to be party to and bound by the City of Carson Project Labor Agreement executed March 4, 2020 (Agreement), as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

PUB Construction Inc.

By: Chris Yi/President
(Name and Title of Authorized Executive)

Contractor's State License No: 788668

Project Name: Foisia Park Improvements Project

BID

CAL/OSHA CERTIFICATION

COMPANY LETTERHEAD

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: FOISIA PARK IMPROVEMENTS, PROJECT NO. PW1610

Dear City Manager:

This is to confirm that PUB Construction Inc. has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely,

PUB Construction INc.

By: Chris Yi/President

(Name and Title of Authorized Executive)

Contractor's State License No: 788668

Project Name: Foisia Park Improvements Project

Contractor's License Detail for License # 788668

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

PUB CONSTRUCTION INC
23545 PALOMINO DRIVE #104
DIAMOND BAR, CA 91765
Business Phone Number:(909) 445-0187

Entity Corporation
Issue Date 12/13/2000
Expire Date 12/31/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C33 - PAINTING AND DECORATING
- B - GENERAL BUILDING
- C54 - TILE (CERAMIC AND MOSAIC)
- C15 - FLOORING AND FLOOR COVERING
- A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 66792586

Bond Amount: $25,000

Effective Date: 09/28/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CHRIS CHAE YONG YI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/09/2021

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number:WSD504471604
Effective Date: 12/07/2022
Expire Date: 12/07/2023
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List | Other Licenses

Is this your license?
Does any of the information need to be corrected/updated?

Find out how to make changes to your license info

Online Services Quick Hits

- Check a License or HIS Registration
- Find My Licensed Contractor
- Frequently Asked Questions
- Forms and Applications
- Guides and Publications
- CSLB Laws and Regulations
- List of All CSLB Fees
- License Classifications
- Contractor Newsletter
- Application Status
- Application Status (Secured)
- Application Status by Personnel Name
- Application Status by Business Name
- CSLB Email Login

Online Services



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Contractor Information

Legal Entity Name
PUB CONSTRUCTION, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000005407
Registration effective date
7/1/2022
Registration expiration date
6/30/2024
Mailing Address
23545 PALOMINO DRIVE #104 DIAMOND BAR 91765 ...
Physical Address
23545 PALOMINO DRIVE #104 DIAMOND BAR 91765 ...
Email Address
Trade Name/DBA
GENERAL CONTRACTOR
License Number(s)
CSLB:788668
CSLB:788668

Registration History

Effective Date	Expiration Date
6/25/2018	6/30/2019
5/4/2017	6/30/2018
5/12/2016	6/30/2017
6/29/2015	6/30/2016
1/13/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2022
7/1/2022	6/30/2024

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Chris Yi
Vice President Name:
Chri Yi
Treasurer Name:
Chris Yi
Secretary Name:
Chris Yi
CEO Name:
Chris Yi

Agent of Service Name:
Millennium Risk Management
Agent of Service Mailing Address:
5530 Trabuco Road Irvine 92620 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:PUB CONSTRUCTION, INC.**Insurance Carrier:** Insurance Company of the West**Policy Number:**WSD 5044716 05**Inception date:** 12/7/2018**Expiration Date:**12/7/2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PUB Construction Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

23545 Palomino Dr. Ste. 104

Requester's name and address (optional)

6 City, state, and ZIP code

Diamond Bar, CA 91765

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	8	1	0	8	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ _____ **Date** ▶ 7/5/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
PUB CONSTRUCTION, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and PUB Construction, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. PW1610: Foisia Park Design and Construction ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are

incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Twelve Million Seven Hundred Fifty Seven Thousand Sixty Two Dollars and Forty Cents ($12,757,062.40)** ("**Contract Sum**") for completion of the work. The Contract Sum reflects the aggregate unit pricing submitted by Contractor as part of its Bid, not Contractor's actual Bid amount which was $409,801.12 higher than the aggregate unit pricing.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within One Hundred Sixty (160) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Three Thousand Five Hundred Dollars ($3,500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Chris Yi	President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Raymond Velasco, P.E., Public Works Operations Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

PUB CONSTRUCTION, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 23545 Palomino Dr., #104
Diamond Bar, CA 91765

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

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TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

BID
BID SCHEDULE – (IFB-24-09)

PROJECT NO. PW1610
Folsia Park Improvements

Bid Item	Description	Qty	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	480,000	480,000
2	Survey	1	LS	44,400	44,400
3	Temporary Fencing	1	LS	9,600	9,600
4	Traffic Control	1	LS	18,000	18,000
SITE CONSTRUCTION					
5	Demolition, Removal & Haul	1	LS	588,840	588,840
6	Erosion Control	1	LS	12,000	12,000
7	Grading	1	LS	610,920	610,920
8	Drainage	1	LS	240,000	240,000
9	Soil Import	57	CY	600	34,200
10	Electrical Upgrades & Switchgear	1	LS	185,377.20	185,377.20
11	Drinking Fountains	6	EA	11,040	66,240
12	Parking Lot Grind Overlay & Slurry Seal	14,385	SF	7.50	107,887.50
13	Striping Parking Lots	1	LS	7680	7680
14	Curb & Gutter	284	LF	36.00	10,224
15	Concrete Paving "A" (4", Broom Finish)	23,316	SF	15.60	363,729.60
16	Concrete Paving "B" (4", Broom Finish, 5' Sawcut Grid)	19,390	SF	18	349,020

17	Concrete Paving "C" (4", TopCast # 5 Sandblast Finish)	10,848	SF	20.40	221,299.20
18	Concrete Paving "D" (4", Integral Colored, TopCast # 5 Finish)	1,520	SF	37.20	56,544
19	Elevated Stage, Steps & Ramp	1	LS	157,200	157,200
20	Concrete PIP Seatwalls	232	LF	600	139,200
21	Concrete Mow Curb & Under-Fence Header	6,325	LF	15.60	98,670
22	Marquee Monument & Digital Signs	1	LS	108,000	108,000
23	Site/Area Lighting	1	LS	944,592	944,592
24	Musco Ballfield Lighting	1	LS	869,032	869,032
25	Poligon Stage Cover Structure	1	EA	420,000	420,000
26	Poligon Group Picnic Shade Structure	2	EA	114,000	228,000
27	Shade Sail Structure	3	EA	114,000	342,000
28	Poligon Bleacher Shade Sails	6	EA	79,200	475,200
29	Fitness Stations	7	EA	7680	53,760
30	Ballfield #1 Fencing, Gates, Backstop, Dugouts with Shade, Foul Poles, Fine Grading & Sign	1	LS	800,769.60	800,769.60
31	Ballfield #2 Fencing, Gates, Backstop, Dugouts with Shade, Foul Pole, Fine Grading & Sign	1	LS	731,622	731,622
32	Ballfield #3 Fencing, Gates, Backstop, Dugouts with Shade, Fine Grading & Sign	1	LS	578,604	578,604
33	Skinned Infield	42,545	SF	14.40	612,648
34	Dugout Furnishings, (Player Bench & Bat Rack)	6	EA	8640	51,840
35	Synthetic Turf (In front of Stage)	1,945	SF	37.20	72,3521
36	Miracle Play Structure & Play Surface	1	LS	492,000	492,000
37	Benches	19	EA	1800	34,200

38	8' Picnic Tables	25	EA	2400	60,000
39	Round Picnic Table (w/ Umbrella Hole)	2	EA	2640	5280
40	BBQ Grill	10	EA	2200	24,000
41	Trash Receptacles	22	EA	3000	66,000
IRRIGATION					
42	Irrigation System	1	LS	562,560	562,560
PLANTING					
43	DG (Turf-Street Sidewalk Buffer)	3,335	SF	8.40	28,014
44	Planting Area Prep & Fine Grading	292,220	SF	.47	136,758.96
45	Soil Prep/Amendments	292,220	SF	.36	105,199.20
46	Turf-Hydroseed	155,990	SF	1.62	252,703.80
47	Turf-Sod (Ballfield)	120,050	SF	2.10	252,105
48	Root Barrier	940	LF	14.40	13,536
49	Trees (36" Box)	34	EA	1560	53,040
50	Palm Trees (15' BTH)	13	EA	4560	469,680
51	Shrubs (1 Gal)	180	EA	18	3,240
52	Shrubs (5 Gal)	129	EA	34.80	4,489.20
53	Shrubs (15 Gal)	256	EA	148.50	38,092.50
54	Groundcover (4" Pots)	8,525	SF	.74	6312.50
55	Mulch (4" layer)	12,135	SF	1.00	12,086.46
56	120-Day landscape maintenance period	1	LS	46,052.40	

57	Turn-Over, As-Builts & Close-Out	1	LS	12,000	12,000
58	Allowance	1	LS	$400,000	$400,000
TOTAL BASE BID AMOUNT* (Project 1610):	**Figures**	$12,656,864.32			
	Words	TWELVE MILLION SIX HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR AND THIRTY TWO CENTS			

The Contract Sum is $12,757,062.40 reflecting the aggregate unit pricing submitted by Contractor as part of its Bid Schedule, not Contractor's actual Bid amount which was $409,801.12 higher than the aggregate unit pricing.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We, PUB Construction, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Twelve Million Seven Hundred Fifty Seven Thousand Sixty Two Dollars and Forty Cents ($12,757,062.40)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, PUB Construction, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Twelve Million Seven Hundred Fifty Seven Thousand Sixty Two Dollars and Forty Cents ($12,757,062.40)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

File #: **Version:**

This topic was imported from Granicus. Please See Attachments

Attachments

Agenda Ready Report #2024-0483.pdf

File #: 2024-0483, **Version:** 1

Report to Mayor and City Council

Tuesday, September 17, 2024

Discussion

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 EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (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 except the Planning Commission and Environmental Commission. 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 September 3, 2024, 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 2023-2024.

VI. EXHIBITS

1. Local Appointments List (pgs. 1 - 15)

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

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

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-24
Childers, Christopher (CH)		12-06-22	11-30-24
Embry, Darren (LDH)		04-04-23	11-30-24
Kelley, Blake (LDH)		04-04-23	11-30-24
Jimenez, Trini (AR)		12-06-22	11-30-24
Pandolfo, Katie (JH)		12-06-22	11-30-24
Sparrow, Clyde (LDH)		04-04-23	11-30-24
Wallace, Deborah (LDH)		04-04-23	11-30-24
Watar, Nasser (JD)		04-04-23	11-30-24
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-24
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-24
O'Leary, Danielle (LDH)	Alt. 3	02-06-24	11-30-24

[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

		Appointed	Term Expires
Vacant (JH)			11-30-24
*Swayzer, Ezekiel (LDH) *Pending*		08-06-24	11-30-24
Hopson, Lillian (LDH)**		12-06-22	11-30-24
Tresvant, Christina (LDH)		07-05-23	11-30-24
Koons, William (JD)		02-07-23	11-30-24
Love, Roye (AR)		12-06-22	11-30-24
Vacant (LDH)			11-30-24
Taylor, Hourie (CH)		12-06-22	11-30-24
Watkins, Freeman (LDH)		04-04-23	11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)**		02-06-24	11-30-24
Calhoun, Jill (AR)		12-06-22	11-30-24
Davenport, Kimberley (JH)		04-04-23	11-30-24
Keely, Tina (JD)		02-07-23	11-30-24
Ramos, Jessica (LDH)		04-04-23	11-30-24
Reed, Cassandra (CH)		12-06-22	11-30-24
Russ, Harriett (LDH)		04-04-23	11-30-24
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	04-04-23	11-30-24
Viernes, Irene (LDH)	Alt. 2	04-04-23	11-30-24
*Calidonio, Hector (LDH) *Pending*	*Alt. 3*	08-08-24	11-30-24
Atkins, GP (LDH)	Youth	04-04-23	11-30-24
Lane, K'hari (LDH)	Youth	04-04-23	11-30-24

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-24
Cortado, Kimberly (JH)		06-20-23	11-30-24
Dahilig Jr., Cesar (LDH)		04-04-23	11-30-24
Lawrence, Shannon (LDH)		06-20-23	11-30-24
Gonzalez, Walter (LDH)		04-04-23	11-30-24
Hilliard, Kisa (JD)		02-07-23	11-30-24
Hunter, Edwina (AR)		12-06-22	11-30-24
Langston, DeAnthony (LDH)		04-04-23	11-30-24
Ramos, Oscar (LDH)**		01-17-23	11-30-24
Brown, Kelvin (LDH)	Alt. 1	01-23-24	11-30-24
Johnson, Jo Jacqueline (LDH)	Alt. 2	04-04-23	11-30-24
Brillantes, Rudolfo (LDH)	Alt. 3	04-04-23	11-30-24

[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

		Appointed	Term Expires
Diaz, Louie (JD)		02-07-23	11-30-24
Docdocil, Frederick (LDH)**		12-06-22	11-30-24
Guerra, Carlos (LDH)		04-04-23	11-30-24
Hernandez, Richard (AR)		12-06-22	11-30-24
Huff, Del (LDH)		04-04-23	11-30-24
Wilson, Leticia (LDH)		07-16-24	11-30-24
Mfume, DeQuita (LDH)		01-23-24	11-30-24
Johnson, Clarence (JH)		03-19-24	11-30-24
Thomas, Dianne (CH)		12-06-22	11-30-24
Montecarlo, Jaime (LDH)	Alt. 1	04-02-24	11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Margie Revilla-Garcia, Public Information Manager x1741
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	04-04-23	11-30-24
Gomez, Freddie (LDH)**	Community Representative	12-06-22	11-30-24
Stewart, Linda (LDH)	Community Representative	04-04-23	11-30-24
Vacant (AR)	Community Representative		11-30-24
Ross, Dorothy (JD)	Public Relations Specialist	02-07-23	11-30-24
Nunley, Madalyn (LDH)	Public Relations Specialist	04-04-23	11-30-24
Pitcher, Pamela (LDH)	Public Relations Specialist	04-04-23	11-30-24
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-24
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-24
Guillory, Rachelle (LDH)	Alt. 1	04-04-23	11-30-24
Waddis, Dorcas (LDH)	Alt. 2	04-04-23	11-30-24
Lustina, Lilibeth (LDH)	Alt. 3	05-16-23	11-30-24

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		04-04-23	11-30-24
Arnold, Keith (LDH)		04-04-23	11-30-24
Flinton, Lawrence (AR)		08-06-24	11-30-24
Dacus, Samuel (LDH)		04-04-23	11-30-24
Dorsey, Donnie (CH)		12-06-22	11-30-24
Lewis, Prentiss (JH)		04-04-23	11-30-24
Rivers, Angela (LDH)		04-04-23	11-30-24
Romero, Heidi (LDH)**		12-06-22	11-30-24
Cogut, Louis (JD)		08-06-24	11-30-24
Wilson, Michael (LDH)	Alt. 1	05-16-23	11-30-24
Brown, Randy (LDH)	Alt. 2	03-06-24	11-30-24
Childs, Aisha (LDH)	Alt. 3	04-04-23	11-30-24

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Baddeley, Kevin (AR)		12-06-22	11-30-24
Calhoun, James (JD)		02-07-23	11-30-24
Fe'esago, Uli (LDH)		04-04-23	11-30-24
McNichols, Ryan (LDH)**		08-06-24	11-30-24
Howard, Kobii (LDH)		04-04-23	11-30-24
Benson, Melvin (CH)		07-18-23	11-30-24
Nweke, Chike (LDH)		07-16-24	11-30-24
Martin, Jr., Marion (LDH)		09-05-23	11-30-24
Vacant (JH)			11-30-24
Obiora, Emmanuel (LDH)	Alt. 1	08-06-24	11-30-24
Cottrell, John (LDH)	Alt. 2	04-04-23	11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		05-16-23	11-30-24
Lopez, Delia (LDH)		11-21-23	11-30-24
Cole, Daniel (AR)		12-06-22	11-30-24
Dunn, Linda (LDH)		04-04-23	11-30-24
Bates, Billye (LDH)		05-16-23	11-30-24
Patterson, Patricia (LDH)		05-16-23	11-30-24
Ronquillo, Myrna (JD)		02-07-23	11-30-24
Ruiz-Raber, Julie (CH)		12-06-22	11-30-24
Seymore, Dr. Vergie (JH)		04-04-23	11-30-24
Simpson-Lott, Darlene (LDH)		04-04-23	11-30-24
Walker, Itelia (LDH)		04-04-23	11-30-24
Brown, LaRhonda (LDH)	Alt. 1	04-02-24	11-30-24
Leverette, Ernestine (LDH)	Alt. 2	06-06-23	11-30-24
Davis, Pauline (LDH)	Alt. 3	08-06-24	11-30-24

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-24
Boyd, Robert (JD)		02-07-23	11-30-24
Branch, Jr., Roger (LDH)		04-04-23	11-30-24
Da Silva, Manuel (LDH)		04-04-23	11-30-24
Raber, Brian (CH)		12-06-22	11-30-24
Salomon, Emmanuel (LDH)		04-04-23	11-30-24
*Galeon, Romeo (LDH)**Pending*		08-06-24	11-30-24
Woods, Richard (LDH)		04-04-23	11-30-24
Woods, Thomas (LDH)		04-04-23	11-30-24
Seay, Al (LDH)		11-07-23	11-30-24
Wilvert, Karl (AR)		12-06-22	11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Mosequera, Nemie P. (LDH)	Alt. 3	04-04-23	11-30-24

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		04-04-23	11-30-24
Fielder, Yolanda (LDH)		04-04-23	11-30-24
Fields-Robinson, Dr. Leandrea (LDH)**		12-06-22	11-30-24
Foster, Carolyn (LDH)		04-04-23	11-30-24
Koons, Fe (JD)		02-07-23	11-30-24
Odom Houze, Susan (JH)		04-04-23	11-30-24
Price, Dr. Greta (AR)		12-06-22	11-30-24
Robinson, Prescious (CH)		12-06-22	11-30-24
Tresvant, Sheila (LDH)		04-04-23	11-30-24
Graves, Keichun (LDH)	Alt. 1	06-06-23	11-30-24
Mackson, Monique (LDH)	Alt. 2	06-06-23	11-30-24
Johnson, Veronica (LDH)	Alt. 3	08-06-24	11-30-24

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-24
Moore, Joshua (JH)		06-06-24	06-30-24
Redway, Khristopher (LDH)		06-06-24	06-30-24
Estrada, Juan (LDH)		06-06-24	06-30-24
Villasana, Andrea (JD)		07-02-24	06-30-25
Vacant (LDH)			06-30-24
Colson, Lewis (LDH)**		06-06-24	06-30-24
Smith, Zoey (CH)		06-06-24	06-30-24
Williams, Liv (LDH)		06-06-24	06-30-24
Catchings, Erionna (AR)		06-06-24	06-30-24
Vacant (LDH)			06-30-24
Mitchell, Jazcidi (LDH)	Alt. 1	06-06-24	06-30-24
Homna, Kayla (LDH)	Alt. 2	06-06-24	06-30-24
Macias, Lea (LDH)	Alt. 3	06-06-24	06-30-24

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-24
Flinton, Lawrence (AR)		01-17-23	11-30-24
Hunter, Cynthia (LDH)		04-04-23	11-30-24
Momoli, Nora (JD)		02-07-23	11-30-24
Vacant (JH)			11-30-24
Addison, Rakeem (LDH)	Alt. 1	04-04-23	11-30-24
Vacant (LDH)	Alt. 2		11-30-24

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Roberson, Kendrick (JH)	At-large	04-04-23	11-30-24
Valdez, Daniel (JD)	At-large	02-07-23	11-30-24
Pulido, Ricardo (AR)	At-large	01-17-23	11-30-24
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-24
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-24
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-24
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-24
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-24
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-24
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-24
Trueblood, William (LDH)	Park owner Alt. [2]	04-04-23	11-30-24
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-24
King, Tom (CH)	Resident homeowner	01-17-23	11-30-24
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-24
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-08-24	11-30-24

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-24
Evans, Linda (LDH)		04-04-23	11-30-24
Tate, Dorothy (LDH)**		01-23-24	11-30-24
Guray, Jr., Tancredo "Jun" (JD)		02-07-23	11-30-24
Hemphill, Dr. Afia (LDH)		04-04-23	11-30-24
Anson, Jr., Oscar (LDH)		01-23-24	11-30-24
Vacant (CH)			11-30-24
[Vacant] (JH)			11-30-24
Vacant (AR)			11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-24
Councilmember Jim Dear (JD)		04-04-23	11-30-24
Brimmer, Charlotte (LDH)**		04-04-23	11-30-24
Dudley-Kimble, Monica (CH)		04-04-23	11-30-24
Gonzalez, Leonor (AR)		04-04-23	11-30-24
Hamilton, Dr. John (JH)		04-04-23	11-30-24
Sheriff Department Representative (LDH)		04-04-23	11-30-24
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-24
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-24

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	04-06-21
Councilmember Dear	04-06-21

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	06-01-21
Councilmember Dear	06-01-21

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Councilmember Hicks	06-01-21
Mayor Pro Tempore Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Davis-Holmes	07-16-24
Councilmember Hicks	07-16-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Mayor Pro Tempore Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Councilmember Hicks	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Mayor Pro Tempore Hilton	04-05-22

[25] Short Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Councilmember Hicks	03-02-21
Mayor Pro Tempore Hilton	03-02-21

[26] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Mayor Davis-Holmes	03-16-21
Councilmember Dear	03-16-21

[27] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Mayor Pro Tempore Hilton	09-07-21
Councilmember Rojas	03-01-22

[28] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Mayor Pro Tempore Hilton	01-04-22

[29] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[30] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Mayor Pro Tempore Hilton	02-15-22
Councilmember Rojas	02-15-22
Captain Jones/Lieutenant Bolder	02-15-22

[31] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23

[32] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Mayor Pro Tempore Hilton	10-03-23

[33] No Bail Policy Ad Hoc Committee
Established by Minute Order 10-03-23

	Appointed
Mayor Pro Tempore Hilton	10-03-23
Councilmember Rojas	10-03-23
City Attorney Soltani	10-03-23

[34] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Mayor Pro Tempore Dr. Hilton	06-06-24

[35] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24
Mayor Pro Tempore Dr. Hilton	07-16-24

VI. CITY AFFILIATED ORGANIZATIONS

[36] California Contract Cities Association

		Appointed
Councilmember Dear	Delegate	04-06-21
Councilmember Hicks	Alt.	04-06-21

[37] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Councilmember Hicks	Delegate	11-15-22
Councilmember Dear	Alt. 1	11-15-22
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[38] County of Los Angeles Public Library Commission

		Appointed
Councilmember Dear	Delegate	05-13-20

[39] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dear	Alt.	01-26-21

[40] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*
The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[41] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt.	01-23-24

[42] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[43] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dear	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	03-01-22

[44] National League of Cities

		Appointed
Councilmember Hicks	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[45] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Councilmember Hicks	Delegate	01-26-21
Councilmember Dear	Alt.	01-26-21

[46] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[47] Southern California Association of Governments (SCAG)

		Appointed
Mayor Pro Tempore Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[48] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Councilmember Hicks	Alt. 2	01-26-21

[49] West Basin Water Association

		Appointed
Councilmember Dear	Delegate	01-26-21
Councilmember Hicks	Alt.	01-26-21

[50] LGBTQ+ Ad Hoc Committee
Established by Minute Order 11-01-22

		Appointed
Mayor Pro Tempore Hilton		11-01-22
Councilmember Rojas		11-01-22
Mayor Davis-Holmes	Alternate	

[51] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Mayor Pro Tempore Hilton	Member	06-18-24
Councilmember Hicks	Member	06-18-24