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

TUESDAY, OCTOBER 15, 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)

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

RULES OF DECORUM:

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**

- **Written: Written comments can be dropped off at the City Clerk's Office 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.**

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. MINISTER KITA HUTCHINS FROM GLORY CHRISTIAN FELLOWSHIP INTERNATIONAL

CLOSED SESSION (Items 2 to 4)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

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

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

   — 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.

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

   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 2 case(s)

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 5)

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

PRESENTATIONS (Items 6 - 9)

6. REMINDER OF CITY COUNCIL MEETING DATE CHANGE FROM NOVEMBER 5 TO NOVEMBER 6 DUE TO THE ELECTION

7. REMINDER OF CITY OF CARSON E-WASTE RECYCLING & PAPER SHREDDING EVENT

8. CERTIFICATE OF RECOGNITION TO JAKE GUZMAN FOR BEING AN OUTSTANDING 1ST GRADER AND SON

9. PRESENTATION OF A KEY TO THE CITY TO LULA JADE DUNIVANT

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

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

APPROVAL OF MINUTES (Item 10)

10. APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY OCTOBER 1, 2024 MINUTES (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT (Items 11 - 21)

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.

11. CLAIM AND DEMANDS: CONSIDER APPROVAL OF RESOLUTION NO. 24-101 (CITY COUNCIL)

RECOMMENDED ACTION

— TO APPROVE RESOLUTION NO. 24-101

12. CARSON HOUSING AUTHORITY CLAIMS AND DEMANDS: CONSIDER APPROVAL OF RESOLUTION NO. 24-10-CHA (CITY COUNCIL)

RECOMMENDED ACTION

— TO APPROVE RESOLUTION NO. 24-10-CHA

13. CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS: CONSIDER APPROVAL OF RESOLUTION NO. 24-10-CSA (CITY COUNCIL)

RECOMMENDED ACTION

— TO APPROVE RESOLUTION NO. 24-10-CSA

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

RECOMMENDED ACTION

— RECEIVE AND FILE

15. CONSIDER A REPORT ON ALL INTERDEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF SEPTEMBER 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE

16. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD SEPTEMER 1, 202 THROUGH SEPTEMBER 30, 2024 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE

17. CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH AMERICAN GLOBAL SECURITY INC., TO PROVIDE BUILDING SECURITY SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD American Global Security, Inc a three-year contract with two additional optional one-year extensions, to provide building security services to the City of Carson, for the period beginning November 11, 2024 through November 10, 2027, for a total cost not-to-exceed $2,660,542.87.

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

18. CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH RSG, INC. TO ASSIST IN THE PREPARATION OF THE FIVE-YEAR CONSOLIDATED PLAN, ONE-YEAR ANNUAL ACTION PLAN, AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with RSG, Inc. to provide professional services in preparation of the Consolidated Plan, One-Year Action Plan, and Analysis of Impediments to Fair Housing Choice, at a cost not to exceed $59,400

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

19. CONSIDERATION OF APPROVAL OF CONTRACT FOR RING CENTRAL UNIFIED COMMUNICATION SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH RINGCENTRAL, 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.

20. CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO. 1649: TRAFFIC SIGNAL INTERSECTION UPGRADES - AVALON BOULEVARD AT VICTORIA STREET, MAIN STREET AT SEPULVEDA BOULEVARD, MAIN STREET AT 223RD STREET, AND FIGUEROA STREET AT TORRANCE BOULEVARD (CITY COUNCIL).

RECOMMENDED ACTION

— 1. MAKE the California Environmental Quality Act finding that the proposed Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria, Main St. at Sepulveda, Main St. at 223rd St., and Figueroa St. at Torrance Blvd. Project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.

— 2. AUTHORIZE staff to record the “Notice of Exemption” in the office of the Los Angeles County Clerk for Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria, Main St. at Sepulveda, Main St. at 233rd St., and Figueroa St. and Torrance Blvd. (Exhibit No. 2).

21. CONSIDER THE CHANGE IN FUNDING SOURCE FOR THE PREVIOUSLY APPROVED AGREEMENT WITH ONYX PAVING (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE AND FILE

— 2. REAFFIRM AND APPROVE the agreement with Onyx Paving using paving maintenance CIP-General Funds.

SPECIAL ORDERS OF THE DAY (Item 22)

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

22. PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CITY'S PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FIVE -YEAR PLAN AND CONSIDER ADOPTION OF RESOLUTION NO. 24-100 TO RE-ALLOCATE FUNDS BETWEEN ACTIVITES TWO AND SIX FROM THE TOTAL GRANT ALLOCATION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. OPEN the public Hearing, TAKE public Testimony, and Close the Public Hearing.

— 2. ADOPT Resolution No. 24-100, "A Resolution of the City Council of the City of Carson, California, Amending the Five-Year Plan for the Permanent Local Housing Allocation Grant".

— 3. AUTHORIZE the City Manager to (i) execute the second amendment to the Standard Agreement when prepared by HCD consistent with Resolution No. 24-100, and (ii) administer the program funds for each activity as per the Resolution and the second amendment.

DISCUSSION (Items 23 - 24)

23. CONSIDERATION OF ADOPTION OF REVISED NEIGHBORHOOD PRIDE PROGRAM GUIDELINES (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the modified Neighborhood Pride Program guidelines.

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

RECOMMENDED ACTION

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

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

ORDINANCE SECOND READING (None)

MEMORIAL ADJOURNMENTS (None)

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

ADJOURNMENT

Date Posted: October 9, 2024

CITY OF CARSON

E-Waste Recycling & Paper Shredding

Saturday, October 19, 2024
8:00 a.m. – 12:00 p.m.

City of Carson - City Hall Parking Lot
701 E. Carson Street, Carson, CA 90745

FREE
TO CARSON RESIDENTS
PROOF OF CARSON RESIDENCY REQUIRED

- All paper will be shredded on site, limit of 2 file boxes or 2 small bags per resident. No books, no 3-ring binders, no metal clips or magazines.
- E- Waste Recycling limit of 4 items per household.
- Accepting televisions, computer monitors, laptops, tablets, cables/wires, cellphones, telephones, speakers, printers, fax machines, DVD players and microwaves.

ITEMS NOT ACCEPTED:
Hazardous Waste, Batteries, Fluorescent Light Bulbs, Glass

ASSEMBLYMEMBER
Mike Gipson
ASSEMBLY DISTRICT 65

Waste Resources
a WRT company

ASSEMBLYMEMBER
Josh Lowenthal
DISTRICT 69





PIO DESIGN 9-2024

FOR MORE INFORMATION, PLEASE CALL (310) 847-3500

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, October 15, 2024, 5:00 PM

APPROVAL OF MINUTES 10.

To: City Council, Successor Agency, and Housing Authority

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

Subject: DUPLICATE APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY OCTOBER 1, 2024 MINUTES

I. SUMMARY

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

- Tuesday, October 1, 2024 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, October 1, 2024 (Regular)

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

Attachments

Minutes - City Council Regular Meeting 10-01-2024.pdf

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
OCTOBER 1, 2024
5:00 P.M.

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

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 (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

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

Also Present:

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

FLAG SALUTE

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

INVOCATION

1. PASTOR DAVID FIGUEROA FROM CALVARY CHAPEL SOUTH BAY - 5:09 PM

Pastor David Figueroa gave the invocation.

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.

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

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

2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)- 7:29 PM

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

No reportable action was taken.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)- 7:30 PM

— 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.

No reportable action was taken.

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)- 7:30 PM

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is asignificant exposure to litigation in one case.

No reportable action was taken.

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

The meeting was reconvened at 6:12 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.

INTRODUCTIONS (MAYOR)

5. REPORT FROM CARSON SHERIFF'S STATION AND INTRODUCTION OF NEW CAPTAIN ALISE NORMAN- 6:14 PM

New Captain of the Carson Sheriff's Station, Alise Norman, shared she worked in Carson for ten years as a Seargent and has a Bachelor of Science in Accounting from California State University Dominguez Hills. She summarized the recent law enforcement activities. She commented is honored to have the opportunity to connect with each council member.

Mayor and City Council welcomed new Captain Alise Norman.

6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:22 PM

Chief Munoz who was filling in for Assistant Chief Kane summarized the recent fire department activities.

PRESENTATIONS (Items 7 - 15)

7. PRESENTATION AND INFORMATIONAL UPDATE FROM CITY MANAGER DAVID C. ROBERTS, JR. - 7:33 PM

City Manager Roberts, Jr. shared highlights of the last quarter from various departments throughout the city.

Director Nora Garcia spoke about safety measures post the September 17, 2024 meeting incident.

8. PRESENTATION OF A KEY TO THE CITY TO APL.DE.AP- 6:24 PM

Council Member/Agency Member/Authority Board Member Hicks presented Key to the City to Apl.de.ap. His biography was read.

The meeting was recessed at 6:35 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes for photos in the lobby. All members of City Council stepped out.

The meeting was reconvened at 6:46 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

9. CERTIFICATE OF RECOGNITION TO BILLYE BATES AS THE HONOREE TO THE LA COUNTY HUMAN SERVICES DEPARTMENT AS THE SENIOR CITIZEN OF THE YEAR- 6:47 PM

Mayor/Agency Chairman/Authority Chairman Davis Holmes read and presented the Certificate of Recognition to Billye Bates who accepted with words of gratitude.

10. PROCLAMATION RECOGNIZING OCTOBER AS FILIPINO-AMERICAN HISTORY MONTH- 6:57 PM

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton read the proclamation and presented to Alex Cainglet who accepted with words of gratitude.

11. PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH- 6:57 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes shared that she is a 37-year breast cancer awareness survivor. She read the proclamation and presented to Evelyn Calip and Antionette Greer who accepted with words of gratitude.

12. PROCLAMATION RECOGNIZING LARRY ITLIONG DAY (OCTOBER 25)- 7:08 PM

Council Member/Agency Member/Authority Board Member Hicks read the proclamation and presented to Council Member Rojas who accepted with words of gratitude.

13. PROCLAMATION RECOGNIZING RED RIBBON WEEK (OCTOBER 23 -31)- 7:14 PM

Council Member/Agency Member/Authority Board Member Rojas read the proclamation and presented to Richard Bis who accepted with words of gratitude.

14. PROCLAMATION RECOGNIZING OCTOBER AS NATIONAL CODE ENFORCEMENT MONTH- 7:22 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the proclamation to Director Nora Garcia who accepted with words of gratitude on behalf of the City of Carson Code

Enforcement Team including Supervisors Jannette Tupuola and Brian Butkiewicz and Officers Anthony Rockhold, Lise Enriquez, David Spears, Rick Major, Shaquanna Weston, Deja Rivas-Sialana, and Asia Watson.

15. PROCLAMATION RECOGNIZING OCTOBER AS BULLYING PREVENTION MONTH- 7:23 PM

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton recognized the Human Relations Commission. He read the proclamation and presented to Human Relations Commissioners Vice Chairperson Jessica Ramos and Chaplain/Commissioner, Dr. Chinyere Ifeacho who accepted with words of gratitude.

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

Aria Soroudi - Item No. 28

Offered comments in opposition during Item No. 28.

APPROVAL OF MINUTES

16. APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY SEPTEMBER 17, 2024 MINUTES- 7:57 PM

RECOMMENDED ACTION: Approve the minutes as listed.

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

CONSENT (Items 17 - 27)

Council Member/Agency Member/Authority Board Member Hicks requested to remove Items No. 23 and 27 for discussion.

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

17. CONSIDER APPROVAL OF RESOLUTION NO. 24-096- 7:59 PM

RECOMMENDED ACTION

— TO APPROVE RESOLUTION NO. 24-096

Item No. 17 was approved on Consent.

18. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

Item No. 18 was approved on Consent.

19. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

Item No. 19 was approved on Consent.

20. CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR CAPITAL IMPROVEMENT PROJECT NO. 1731: CITY HALL BASEMENT/ EMEREGENCY OPERATIONS CENTER RENOVATION, PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. MAKE the California Environmental Quality Act finding that the proposed City Hall Basement/Emergency Operations Center Renovation Project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.

— 2. AUTHORIZE staff to record the “Notice of Exemption” in the office of the Los Angeles County Clerk for Project No.1731: City Hall Basement/Emergency Operations Center Renovation (Exhibit No. 1).

Item No. 20 was approved on Consent.

21. CONSIDER APPROVING ACCESS AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS AND THE CITY OF CARSON (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. APPROVE Access Agreement with CSUDH.

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

Item No. 21 was approved on Consent.

22. CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION NO. 2 FOR PUBLIC WORKS AND COMMUNITY SERVICES EMPLOYEE UNIFORM AND LAUNDERING SERVICES (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures as defined by the Carson Municipal Code, Section 2610.

— 2. AWARD Contract Service Agreement to Cintas Corporation No. 2 for a three-year six-month service agreement with theoption for two (2) one (1) year extension periods in the amount of $ $275,169.44. (Exhibit 1).

— 3. AUTHORIZE the Mayor to execute a Contract Services Agreement with Cintas Uniform Company, following approval asto form by the City Attorney.

Item No. 22 was approved on Consent.

23. CONSIDERATION OF RESOLUTION NO. 24-091 AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE; AND RESOLUTION NO. 24-095 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)- 8:00 PM

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-091, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE.”

— 2. WAIVE further reading and ADOPT Resolution No. 24-095, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

City Manager Roberts, Jr. gave a report.

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

24. CONSIDER APPROVING THE PURCHASE OF ONE LEEBOY 8520C FROM NIXON-EGLI EQUIPMENT CO., AN AUTHORIZED LEEBOY DEALER, FOR THE DEPARTMENT OF PUBLIC WORKS/OPERATIONS & MAINTENANCE DIVISION (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures, as authorized under Carson Municipal Code (CMC) Section 2611(g)(Cooperative Purchasing bidding exemption).

— 2. APPROVE the City's insurance broker, Alliant Insurance Services, to include the LeeBoy 8520C, in the City's physical damage insurance for City's automobiles and equipment with Alliant Mobile Vehicle Program (AMVP) for FY 2024/25, at an overall not-to-exceed cost of $2,200.

— 3. APPROVE the proposed Purchase Agreement of one LeeBoy 8520C from Nixon-Egli Equipment Co. of Southern California Inc., an authorized LeeBoy dealer, for a not-to-exceed total cost of $276,882.73 pursuant to CMC Section 2611(g) and Sourcewell Roadway Paving Equipment Contract #060122-VTL.

— 4. AUTHORIZE the Mayor to execute the Purchase Agreement with Nixon-Egli Equipment Co. of Southern California Inc. following approval as to form by the City Attorney.

Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF FINAL TRACT MAP NO. 67200: DEVELOPMENT OF A 35 UNIT CONDOMINIUM PROJECT LOCATED AT 427 EAST 220TH STREET BETWEEN DOLORES STREET AND GRACE STREET (CITY COUNCIL).- 7:59 PM

RECOMMENDED ACTION

— 1. MAKE the findings listed in the body of this report.

— 2. APPROVE Tract Map No.67200 for 35 residential condominium units located at 427 East 220th Street.

— 3. ACCEPT on behalf of the public the offer of dedication set forth in Tract Map No. 67200.

— 4. ACCEPT the bonds and improvement securities listed in the body of this report.

— 5. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map No. 67200

Item No. 25 was approved on Consent.

26. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1642: DEL AMO BOULEVARD STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. ACCEPT as complete Project No. 1642: Del Amo Boulevard Pavement Rehabilitation and Concrete Replacement Project from Central Avenue to Wilmington Avenue.

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

Item No. 26 was approved on Consent.

27. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1611: TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF CENTRAL AVENUE AND DIMONDALE DRIVE (CITY COUNCIL)- 8:04 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— 1. ACCEPT as complete Project No. 1611: Traffic Signal Installation at the Intersection of Central Avenue and Dimondale Drive.

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

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

SPECIAL ORDERS OF THE DAY (None)

DISCUSSION (Items 28 - 30)

28. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO URBAN HABITAT FOR PROJECT NO. 1368: CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS AND BID PROTEST LODGED BY ENVIRONMENTAL CONSTRUCTION INC. (CITY COUNCIL)- 8:05 PM

RECOMMENDED ACTION

— 1. RULE on merits of the bid protest submitted by second lowest bidder, Environmental Construction Inc.

— 2. AWARD a Construction Contract to the lowest responsive and responsible bidder, Urban Habitat for Project No. 1368: Carriage Crest Park Expansion and Improvements, in an amount not to exceed $23,468,091.58.

— 3. AUTHORIZE the Mayor to execute a Construction Contract with Urban Habitat following approval as to form by the City Attorney.

— 4. WAIVE further reading and ADOPT Resolution No. 24-099, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS.”

City Manager Roberts, Jr. gave a report.

Director Jefferson elaborated on the report.

Questions were asked and answered.

Public Comment:

Aria Soroudi

Offered comments in opposition to Item No. 28

A motion was made by Mayor Davis-Holmes and seconded by Mayor Pro Tempore, Dr. Hilton to approve staff recommendation No. 1. The motion passed by a vote of 4-1 with Council Member Dear voting No.

A motion was made by Council Member Dear and seconded by Mayor Pro Tempore, Dr. Hilton to approve staff recommendation Nos. 2, 3, and 4. The motion passed by a vote of 5-0.

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

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

29. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO MBC ENTERPRISES, INC. FOR PROJECT NO. 1636: MILLS PARK SITE IMPROVEMENTS PROJECT (CITY COUNCIL)- 8:32 PM

RECOMMENDED ACTION

— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, MBC Enterprises, Inc. for Project No.1636: Mills Park Site Improvements Project, in an amount not to exceed $3,445,254.00.

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

— 3. WAIVE further reading and ADOPT Resolution No. 24-097, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

Questions were asked and answered.

The Mayor and City Council agreed for additional parking spaces.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to solicit bids that would include expanding the parking lot.

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

30. 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)- 8:40 PM

RECOMMENDED ACTION

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

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;

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

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

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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted a request from the department that a quorum is needed for the Measure C and Measure K Budget Oversight Committee.

Council Member/Agency Member/Authority Board Member Rojas noted Lawrence Flinton resigned from the Measure C and Measure K Budget Oversight Committee, thereby, was appointed to the Public Safety Commission. Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to make correction on the list as vacant.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to notify the Mayor and City Council of their appointees' having three absences on the commission, committees, and boards.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw discussed the notification and process of absences.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Ricardo Pulido, At-Large Member on the Mobilehome Park Rental Review Board, for safety reasons. Subsequently, Council Member/Agency Member/Authority Board Member Rojas removed Ricardo Pulido, At-Large Member, from the Mobilehome Park Rental Review Board (uncontested).

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

ORDINANCE SECOND READING (None)

None.

MEMORIAL ADJOURNMENTS

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

Mrs. Uche Nwosu

Frances Smith

Gerald Covington

Dr. Boris "Bo" Ricks

Lucille Smith

Darrell Perkins

Director Whittiker, Jr. requested to add Kimmey Newsome and Pete Rose to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested to add John Amos and Sandy Davis to the Memorial Adjournment Requests.

City Manager Roberts, Jr. requested to add Dikembe Mutombo to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton gave a prayer.

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

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

Harry Holmes

Spoke about signs being vandalized

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to remove the category Council Member Requests to Add Items to Future Agendas from future agendas.

This item was heard again after Oral Communications (Council Members).

Council Member/Agency Member/Authority Board Member Dear stated he was happy to hear the road takeover ordinance is coming close to fruition and asked for confirmation. City Manager Roberts, Jr. responded in the affirmative.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- Metro Meeting regarding the 405 Freeway Expansion and Auxilliary Lanes, October 16, 2024, from 6:00 P.M. to 7:30 P.M., at the East Wing of the Carson Event Center

- Thanked the residents and Venice Clinic for the successful Food Giveaway at Mills Park

- Next Food Giveaway, November 1, 2024, at Calas Park

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

- Philippine American History Month, October 12, 2024, at the Carson Event Center

- Thanked Mayor, City Council, and staff for allowing Apl.de.ap to receive a Key to the City who will also be present on October 12, 2024 for the Car Show and Adobo Cookoff

- Larry Itliong Event, October 25, 2024, at the Carson Event Center

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton announced/reported the following:

- Town Hall Meeting, October 3, 2024, 6:30 P.M. at Stevenson Park

- Commended staff and volunteers who worked the Fam Fest

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

- Referred to the City Manager's Quarterly Report given earlier in the meeting that there were statements about not doing a Class and Comp Study for 30 years and stated that it was done within that last 30 years

- Noted there are four bargaining units and appears to be a disconnect with City employees who are represented by the four bargaining units and management and the City Council who receive information from the City Manager; feels City employees need to be treated with respect and at the table regarding MOU's, negotiations, and future plan of the City

- Referred to the Mariachi Festival held last Friday and encouraged his colleagues to stay longer not leaving early which can send a wrong message

- Wished everyone good night

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

- Noted AFSCME Local 809 and other unions were not in attendance this evening other than Service Employees International Union (SEIU)

- Thanked staff and directors for involving employees in union negotiations

- Disagreed with Council Member Dear's comment about disrespecting employees; employees are respected

- Attended the Mariachi Festival and had two other events to attend

- Thanked staff for planning the Mariachi Festival Event

- Asked for the status of Cal Water's fee increase; City Attorney Soltani responded Cal Water was proposing a 17.6% increase and now it is approximately 6% to 7% in response to the City's protest letter

- Attended the 405 Freeway Meeting with Council Member Hicks and encouraged residents to attend the meetings; next meeting on October 16, 2024

- Attended the Carson High School 40th Anniversary and presented certificates to the Planning Committee with Council Member Rojas

- Jazz Festival, October 5, 2024, from 11:00 A.M. to 6:00 P.M. at Anderson Park

- Women's Health Conference, October 18, 2024; thanked the Council Aides and the Carson Citizens Cultural Arts Foundation for their assistance

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton wished Council Member Rojas and Council Aide Kristin Smith a happy birthday. Mayor/Agency Member/Authority Board Member Davis-Holmes invited everyone to sing Happy Birthday.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated there was a request to convert the tennis courts to pickleball courts similar to Hemingway Park. Director Whittiker, Jr. noted plans to add a pickleball court at Foisia Park.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred to current Public Works projects and requested staff to involve the Public Works Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged the Sheriff Deputies in attendance at the meeting.

This item was heard again after Council Member Requests to Add Items to Future Agendas.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked staff for their work.

Council Member/Agency Member/Authority Board Member Rojas announced Town Hall Meeting, October 2, 2024, 6:30 P.M., at Foisia Park in conjunction with the Volunteer Assocation Meeting hosted by park staff.

Council Member/Agency Member/Authority Board Member Dear introduced his Council Aide Brian Legaspi and asked confirmation of the Community Meeting to be held at the IHOP Restaurant. Council Aide Brian Legaspi confirmed the Community Meeting will be held on October 15, 2024. Council Member/Agency Member/Authority Board Member Dear stated he will be hosting a Community Meeting on October 15, 2024, at the IHOP Restaurant and noted Assemblyman Josh Lowenthal will be in attendance.

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 9:13 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CLAIM AND DEMANDS: CONSIDER APPROVAL OF RESOLUTION NO. 24-101

I. SUMMARY

CLAIMS AND DEMANDS: RESOLUTION NO. 24-101, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,664,097.16, DEMAND CHECK NUMBERS 215 THROUGH 216, 175302 THROUGH 175502.

II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 24-101

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On October 15, 2024, the City Council ratified the above demand numbers 215 through 216, 175302 through 175502. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,664,097.16.

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 15TH DAY OF OCTOBER, 2024.

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 15TH DAY OF OCTOBER, 2024 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. 24-101, adopted by the City of Carson City Council at its meeting held on October 15, 2024 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #24-101

Attachments

Exhibit 1 Demand Register Reso# 24-101.pdf

City of Carson

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
215	09/25/2024	WIRE	008361	THEMIS VIOLARIS	7,500.00			
216	09/26/2024	WIRE	008408	RELIANT TALENT AGENCY LLC	10,000.00			
175302	09/19/2024	PRINTED	002904	ADMINSURE INC	9,363.00			
175303	09/19/2024	PRINTED	007077	ADVANCED IMAGING STRATEGI	1,653.12			
175304	09/19/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	823.18			
175305	09/19/2024	PRINTED	000504	AMERICAN RED CROSS HEALTH	552.00			
175306	09/19/2024	PRINTED	008395	ANDREA VILLASANA	50.00			
175307	09/19/2024	PRINTED	007663	ARTHUR R. BATUCAL	50.00			
175308	09/19/2024	PRINTED	000974	AT & T ALARM CIRCUITS	937.57			
175309	09/19/2024	PRINTED	001924	THE BANK OF NEW YORK MELL	1,475.00			
175310	09/19/2024	PRINTED	001762	ROGER BRANCH JR	50.00			
175311	09/19/2024	PRINTED	000236	CITY OF LONG BEACH	7.13			
175312	09/19/2024	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,770.00			
175313	09/19/2024	PRINTED	001629	CORTEZ GRAPHICS	308.70			
175314	09/19/2024	PRINTED	004115	CSG CONSULTANTS INC	3,052.50			
175315	09/19/2024	PRINTED	004824	MANUEL DASILVA	50.00			
175316	09/19/2024	PRINTED	007492	DEFENDIFY	6,227.66			
175317	09/19/2024	PRINTED	000358	DELL COMPUTER CORP	53,150.62			
175318	09/19/2024	PRINTED	005053	RODRIGO RODRIGUEZ DIAZ	390.00			
175319	09/19/2024	PRINTED	006876	DONS AUDIO VISUAL	966.50			
175320	09/19/2024	PRINTED	007113	EPROMOS PROMOTIONAL PRODU	1,877.52			
175321	09/19/2024	PRINTED	000355	FERGUSON ENTERPRISES INC	1,738.93			
175322	09/19/2024	PRINTED	000105	FIREMASTER	1,875.00			
175323	09/19/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	4,952.57			
175324	09/19/2024	PRINTED	000793	GRAINGER	873.66			
175325	09/19/2024	PRINTED	008394	HANNAH MITCHELL	50.00			
175326	09/19/2024	PRINTED	008136	HARRELL'S, LLC	7,152.35			
175327	09/19/2024	PRINTED	000234	THE HOME DEPOT INC	4,672.81			
175328	09/19/2024	PRINTED	008390	JOSHUA MOORE	50.00			
175329	09/19/2024	PRINTED	008397	KHRISTOPHER REDWAY	50.00			
175330	09/19/2024	PRINTED	006525	KOA CORPORATION	14,112.00			
175331	09/19/2024	PRINTED	000094	LAKESHORE LEARNING MATERI	499.56			
175332	09/19/2024	PRINTED	008404	LEA MACIAS	50.00			
175333	09/19/2024	PRINTED	008391	LEWIS COLSON	50.00			
175334	09/19/2024	PRINTED	004284	LIFE INSURANCE COMPANY OF	31,547.70			
175335	09/19/2024	PRINTED	004435	LINCOLN AQUATICS	651.56			
175336	09/19/2024	PRINTED	000074	LOS ANGELES COUNTY SHERIF	254,553.94			
175337	09/19/2024	PRINTED	006494	FELICIA MARTIN	84.81			
175338	09/19/2024	PRINTED	008099	NGOZICHUKWU MORDI	9,450.00			
175339	09/19/2024	PRINTED	000561	PUBLIC RISK MANAGEMENT AS	300.00			
175340	09/19/2024	PRINTED	001081	BRIAN RABER	50.00			
175341	09/19/2024	PRINTED	003829	REGIONAL TAP SERVICE CENT	54.27			
175342	09/19/2024	PRINTED	010000	G & M OIL COMPANY	9,965.00			
175343	09/19/2024	PRINTED	010000	RAMIL MINGUILLAN	250.00			
175344	09/19/2024	PRINTED	000791	EMMANUEL A SALOMON	50.00			
175345	09/19/2024	PRINTED	007632	SEAY, AL CARNEL	50.00			
175346	09/19/2024	PRINTED	000211	SMART AND FINAL IRIS	606.71			
175347	09/19/2024	PRINTED	001780	SOUTHERN COMPUTER WAREHOU	587.34			
175348	09/19/2024	PRINTED	004977	CHARTER COMMUNICATION	1,736.15			
175349	09/19/2024	PRINTED	000718	STAPLES ADVANTAGE	300.77			
175350	09/19/2024	PRINTED	007585	STEVEN D SHOEMAKER	1,450.00			
175351	09/19/2024	PRINTED	004017	TYLER TECHNOLOGIES	17,320.00			

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
175352	09/19/2024	PRINTED	006769	U S BANK CORPORATE PAYMEN	1,945.21			
175353	09/19/2024	PRINTED	007730	URM TECHNOLOGIES, INC.	240.00			
175354	09/19/2024	PRINTED	000562	THE WALKING MAN INC	1,750.00			
175355	09/19/2024	PRINTED	002925	KARL WILVERT	50.00			
175356	09/19/2024	PRINTED	004222	RICHARD WOODS JR	50.00			
175357	09/19/2024	PRINTED	000544	ZEP MANUFACTURING CO	410.52			
175358	09/25/2024	PRINTED	008179	CHENG-WEI PONG	10,995.00			
175359	09/25/2024	PRINTED	008335	GOMEZ GROWERS INC.	241.46			
175360	09/25/2024	PRINTED	007248	MARIA'S GARDEN CENTER & L	5,415.93			
175361	09/25/2024	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	147.54			
175362	09/25/2024	PRINTED	007964	MOUR GROUP ENGINEERING +	200.00			
175363	09/25/2024	PRINTED	008358	NTH GENERATION COMPUTING,	44,130.00			
175364	09/25/2024	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,353.88			
175365	09/25/2024	PRINTED	000460	PETES ROAD SERVICE INC	3,109.59			
175366	09/25/2024	PRINTED	000746	PITNEY BOWES GLOBAL FINAN	15,000.00			
175367	09/25/2024	PRINTED	008246	RA LUCAS COMPANY INC	1,144.40			
175368	09/25/2024	PRINTED	008216	ROBERT HALF INC.	11,268.00			
175369	09/25/2024	PRINTED	000419	RYDIN DECAL	1,053.02			
175370	09/25/2024	PRINTED	000427	SAM'S CLUB DIRECT	602.91			
175371	09/25/2024	PRINTED	000211	SMART AND FINAL IRIS	142.89			
175372	09/25/2024	PRINTED	008152	SO CAL EQUIPMENT REPAIR,	2,567.63			
175373	09/25/2024	PRINTED	000189	SOUTH COAST AIR QUALITY M	707.00			
175374	09/25/2024	PRINTED	001751	VORTEX INDUSTRIES, LLC	576.26			
175375	09/25/2024	PRINTED	000302	WAXIE SANITARY SUPPLY	378.91			
175376	09/26/2024	PRINTED	000418	4IMPRINT INC	2,289.04			
175377	09/26/2024	PRINTED	000801	ABILITY FIRST	750.00			
175378	09/26/2024	PRINTED	008021	ABRAHAM I GONZALEZ	14,097.89			
175379	09/26/2024	PRINTED	006659	AGRI-TURF DISTRIBUTING	450.64			
175380	09/26/2024	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	16,866.25			
175381	09/26/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	166,701.39			
175382	09/26/2024	PRINTED	000042	ALIN PARTY SUPPLY CO	527.30			
175383	09/26/2024	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	621.12			
175384	09/26/2024	PRINTED	007864	ALTA PLANNING + DESIGN, I	31,726.19			
175385	09/26/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	2,497.05			
175386	09/26/2024	PRINTED	008151	AMER JAKHER	19,800.00			
175387	09/26/2024	PRINTED	000495	AMERICAN SOCCER CO INC	19,542.45			
175388	09/26/2024	PRINTED	006675	AMERICAN TRANSPORTATION S	16,626.98			
175389	09/26/2024	PRINTED	008110	ARCHITECTURAL RESOURCES G	7,152.18			
175390	09/26/2024	PRINTED	000967	MARIACHI ACADEMY OF CARSO	300.00			
175391	09/26/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	545.74			
175392	09/26/2024	PRINTED	007541	B&B DISCOUNT POOL & SPA S	2,185.79			
175393	09/26/2024	PRINTED	008076	BEDROCK GROUP, INC	237,290.23			
175394	09/26/2024	PRINTED	003242	BLACK KNIGHT PATROL, INC	900.00			
175395	09/26/2024	PRINTED	001438	BLUE DIAMOND MATERIALS	1,211.23			
175396	09/26/2024	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	3,000.00			
175397	09/26/2024	PRINTED	008413	BRITTENY EGLAND	550.00			
175398	09/26/2024	PRINTED	001627	BSN SPORTS LLC	9,533.41			
175399	09/26/2024	PRINTED	007436	CALHOUN, JILL	50.00			
175400	09/26/2024	PRINTED	006307	CALIFORNIA PUMPCRETE INC	1,360.00			
175401	09/26/2024	PRINTED	000140	CARL WARREN AND CO	704.28			
175402	09/26/2024	PRINTED	008350	CARLOS PARRA	3,000.00			
175403	09/26/2024	PRINTED	001170	CHEQUE GUARD	1,306.46			

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
175404	09/26/2024	PRINTED	001489	CHOURA VENUE SERVICES	16,214.96			
175405	09/26/2024	PRINTED	004168	CIGNA BEHAVIORAL HEALTH I	681.45			
175406	09/26/2024	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,570.50			
175407	09/26/2024	PRINTED	004351	COLANTUONO HIGHSMITH AND	3,239.00			
175408	09/26/2024	PRINTED	008405	CORODATA SHREDDING INC.	59.00			
175409	09/26/2024	PRINTED	001180	COUNTY OF LOS ANGELES	20,127.78			
175410	09/26/2024	PRINTED	000259	CROWN TROPHY OF CYPRESS	232.74			
175411	09/26/2024	PRINTED	003586	CS AND ASSOCIATES INC	2,195.00			
175412	09/26/2024	PRINTED	004115	CSG CONSULTANTS INC	2,821.25			
175413	09/26/2024	PRINTED	000268	DAILY JOURNAL CORP	6,512.33			
175414	09/26/2024	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
175415	09/26/2024	PRINTED	007176	DAVEY COACH SALES INC.	7,263.63			
175416	09/26/2024	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	10,970.97			
175417	09/26/2024	PRINTED	000534	DIRECTV	267.99			
175418	09/26/2024	PRINTED	001155	DISH	136.46			
175419	09/26/2024	PRINTED	006876	DONS AUDIO VISUAL	1,607.00			
175420	09/26/2024	PRINTED	001105	EAGLE PORTABLES SANITATIO	2,445.25			
175421	09/26/2024	PRINTED	001590	ENVIRONMENTAL SCIENCE ASS	2,576.00			
175422	09/26/2024	PRINTED	008383	ERWIN VASQUEZ	600.00			
175423	09/26/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	92.35			
175424	09/26/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	896.26			
175425	09/26/2024	PRINTED	008107	FCG CONSULTANTS INC	1,416.60			
175426	09/26/2024	PRINTED	007224	FCS INTERNATIONAL, INC.	8,110.00			
175427	09/26/2024	PRINTED	000355	FERGUSON ENTERPRISES INC	2,140.06			
175428	09/26/2024	PRINTED	000221	FLEET PRIDE	311.42			
175429	09/26/2024	PRINTED	008095	GANDY GLASS CO., INC.	1,401.11			
175430	09/26/2024	PRINTED	006085	GARCIA, MARIA DE JESUS	72.13			
175431	09/26/2024	PRINTED	001268	GBROS INC	196.96			
175432	09/26/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	22,259.41			
175433	09/26/2024	PRINTED	000793	GRAINGER	740.35			
175434	09/26/2024	PRINTED	005525	GREENBERG TRAURIG LLP	21,255.00			
175435	09/26/2024	PRINTED	008132	HASA INC	4,308.44			
175436	09/26/2024	PRINTED	007378	HERC RENTALS INC.	8,990.83			
175437	09/26/2024	PRINTED	000242	HINDERLITER DE LLAMAS AND	4,652.25			
175438	09/26/2024	PRINTED	000234	THE HOME DEPOT INC	416.06			
175439	09/26/2024	PRINTED	008160	HZS ENGINEERING INC	81,760.10			
175440	09/26/2024	PRINTED	007918	ICAA SERVICES INC	699.00			
175441	09/26/2024	PRINTED	007655	IDS GROUP, INC	9,175.00			
175442	09/26/2024	PRINTED	001798	CHINYERE IFEACHO	50.00			
175443	09/26/2024	PRINTED	003589	INFINITY CABLE PRODUCTS,	368.24			
175444	09/26/2024	PRINTED	008314	INTERIOR PLUS, INC	47,000.30			
175445	09/26/2024	PRINTED	007778	IRENE T. VIERNES	50.00			
175446	09/26/2024	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
175447	09/26/2024	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	1,951.20			
175448	09/26/2024	PRINTED	007829	JOHNSON CONTROLS	679,535.52			
175449	09/26/2024	PRINTED	007688	JOKER PARTY SUPPLY, INC.	874.83			
175450	09/26/2024	PRINTED	007672	KELLY PAPER COMPANY	250.48			
175451	09/26/2024	PRINTED	008403	KOBII M. HOWARD	400.00			
175452	09/26/2024	PRINTED	000663	LANGUAGE NETWORK	4,753.00			
175453	09/26/2024	PRINTED	004428	LAWSON PRODUCTS INC	177.94			
175454	09/26/2024	PRINTED	006731	LIFESTATION INC	2,229.09			
175455	09/26/2024	PRINTED	000067	LOS ANGELES COUNTY DEPT O	108,215.88			

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
175456	09/26/2024	PRINTED	000411	LOS ANGELES COUNTY FIRE D	2,887.00			
175457	09/26/2024	PRINTED	000074	LOS ANGELES COUNTY SHERIF	4,261,266.24			
175458	09/26/2024	PRINTED	007248	MARIA'S GARDEN CENTER & L	2,205.66			
175459	09/26/2024	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
175460	09/26/2024	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	500.00			
175461	09/26/2024	PRINTED	000040	MITY LITE INC	1,201.39			
175462	09/26/2024	PRINTED	000599	MR HOSE INC	513.49			
175463	09/26/2024	PRINTED	007268	NEARMAP US INC.	10,200.00			
175464	09/26/2024	PRINTED	008369	OXIFFERIC CORPORATION	4,075.00			
175465	09/26/2024	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,357.52			
175466	09/26/2024	PRINTED	000460	PETES ROAD SERVICE INC	1,283.63			
175467	09/26/2024	PRINTED	005066	R J NOBLE COMPANY	147,576.89			
175468	09/26/2024	PRINTED	008230	RAJO, A CALIF. CORP	210.00			
175469	09/26/2024	PRINTED	001255	JESSICA RAMOS	50.00			
175470	09/26/2024	PRINTED	004145	CASSANDRA REED	50.00			
175471	09/26/2024	PRINTED	008291	WESTERN EXTERMINATOR	4,999.00			
175472	09/26/2024	PRINTED	010000	AECOM	420.00			
175473	09/26/2024	PRINTED	010000	CENTER FOR CREATIVE LAND	500.00			
175474	09/26/2024	PRINTED	010000	CHARTER SPECTRUM	360.00			
175475	09/26/2024	PRINTED	010000	CLARINDA CAMPBELL	249.50			
175476	09/26/2024	PRINTED	010000	MIKE TARIS	360.00			
175477	09/26/2024	PRINTED	010000	SAN DIEGO ELECTRIC SIGN	120.00			
175478	09/26/2024	PRINTED	010000	SOUTHERN CA GAS COMPANY	9,590.00			
175479	09/26/2024	PRINTED	010000	SPINELLO INFRASTRUCURE WE	590.00			
175480	09/26/2024	PRINTED	010000	SURVWEST, LLC	240.00			
175481	09/26/2024	PRINTED	000750	RKA CONSULTING GROUP	5,015.41			
175482	09/26/2024	PRINTED	008216	ROBERT HALF INC.	2,736.00			
175483	09/26/2024	PRINTED	000057	ROBERT MCELROY LLC	19.99			
175484	09/26/2024	PRINTED	001230	ROBERTSONS READY MIX CONC	8,331.85			
175485	09/26/2024	PRINTED	001715	HARRIETT RUSS	50.00			
175486	09/26/2024	PRINTED	007581	SALVADOR ORTEGA	400.00			
175487	09/26/2024	PRINTED	000427	SAM'S CLUB DIRECT	204.54			
175488	09/26/2024	PRINTED	001667	SEA COAST DESIGN GROUP IN	2,973.70			
175489	09/26/2024	PRINTED	000211	SMART AND FINAL IRIS	225.31			
175490	09/26/2024	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	72,851.06			
175491	09/26/2024	PRINTED	007386	KAISER FOUNDATION HEALTH	785.00			
175492	09/26/2024	PRINTED	004417	SOCALGAS	45.94			
175493	09/26/2024	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	165.00			
175494	09/26/2024	PRINTED	007780	TERESITA J. JUNIO	50.00			
175495	09/26/2024	PRINTED	000829	TEREX UTILITIES INC	20,470.83			
175496	09/26/2024	PRINTED	008356	PACIFIC WOOD AND IRON, LL	6,310.00			
175497	09/26/2024	PRINTED	007705	TRANSTECH ENGINEERS, INC.	793,817.99			
175498	09/26/2024	PRINTED	004017	TYLER TECHNOLOGIES	25,129.50			
175499	09/26/2024	PRINTED	006769	U S BANK CORPORATE PAYMEN	11,711.34			
175500	09/26/2024	PRINTED	006769	CITY MANAGER	4,458.96			
175501	09/26/2024	PRINTED	008334	VARITRONICS, LLC	2,230.95			
175502	09/26/2024	PRINTED	000302	WAXIE SANITARY SUPPLY	1,495.95			
		203 CHECKS		CASH ACCOUNT TOTAL	7,664,097.16	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
203 CHECKS	FINAL TOTAL	7,664,097.16	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CARSON HOUSING AUTHORITY CLAIMS AND DEMANDS: CONSIDER APPROVAL OF RESOLUTION NO. 24-10-CHA

I. SUMMARY

CARSON HOUSING AUTHORITY: RESOLUTION NO. 24-10-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $21,022.89, DEMAND CHECK NUMBERS HA-002010 THROUGH HA-002013.

II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 24-10-CHA

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On October 15, 2024, the Carson Housing Authority ratified the above demand numbers HA-002010 through HA-002013. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $21,022.89.

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 15TH DAY OF OCTOBER, 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

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 15TH DAY OF OCTOBER, 2024 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. 24-10-CHA, adopted by the City of Carson City Council at its meeting held on October 15, 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

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #24-10-CHA

Attachments

Exhibit 1 CHA Demand Reso# 24-10-CHA.pdf

City of Carson

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
2010	09/17/2024	PRINTED	000423	AVALON COURTYARD, LLC	12,591.30			
2011	09/17/2024	PRINTED	006884	LYFT, INC.	321.59			
2012	09/19/2024	PRINTED	001924	THE BANK OF NEW YORK MELL	2,000.00			
2013	09/26/2024	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
		4 CHECKS		CASH ACCOUNT TOTAL	21,022.89	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
4 CHECKS	FINAL TOTAL	21,022.89	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS: CONSIDER APPROVAL OF RESOLUTION NO. 24-10-CSA

I. SUMMARY

CARSON SUCCESSOR AGENCY: RESOLUTION NO. 24-10-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $7,721.20, DEMAND CHECK NUMBERS SA-001932 THROUGH SA-001935.

II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 24-10-CSA

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On October 15, 2024, the Carson Successor Agency ratified the above demand numbers SA-001932 through SA-001935. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,721.20.

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 15TH DAY OF OCTOBER, 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

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 15TH DAY OF OCTOBER, 2024 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. 24-10-CSA, adopted by the City of Carson City Council at its meeting held on October 15, 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

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #24-10-CSA

Attachments

Exhibit 1 CSA Demand Reso #24-10-CSA.pdf

City of Carson

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
1932	09/05/2024	PRINTED	001924	THE BANK OF NEW YORK MELL	2,198.80			
1933	09/17/2024	PRINTED	001924	THE BANK OF NEW YORK MELL	1,890.00			
1934	09/26/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	1,632.40			
1935	09/26/2024	PRINTED	001924	THE BANK OF NEW YORK MELL	2,000.00			
	4 CHECKS			CASH ACCOUNT TOTAL	7,721.20	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
4 CHECKS	FINAL TOTAL	7,721.20	.00

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

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, October 15, 2024, 5:00 PM

CONSENT 14.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer TREASURER Accounting

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

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, former Successor Agency and Carson Housing Authority for the month ending September 30, 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): $227,357,914.65

City of Carson available cash: $32,087,879.28

Restricted funds for the city of Carson include cash on had and reserves for the Successor Agency, Housing Authority and Co-Op Agreement:

Total City of Carson restricted funds: $27,565,561.60

II. RECOMMENDATION

Receive and File

III. ALTERNATIVES

Take another action the Council deems appropriate

IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to keep them informed about the reserves and available cash for each Carson entity. This report encompasses reserves for the City of Carson, former Successor Agency, and the Housing Authority.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash
2. City of Carson Investments
3. City of Carson Successor Agency Investments

Attachments

Cash rpt SEP 2024.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY SEP 2024.pdf

CITY OF CARSON PORTFOLIO RESERVES SUCCESSOR SUMMARY SEP 2024.pdf

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

	Available Cash	Invested Funds
General Fund	$32,087,879.28	$227,357,914.65
Successor Agency (restricted revenue)	$10,496,402.01	$7,508,477.89
Housing Authority (restricted revenue)	$7,608,062.06	
Co-Op Agreement (restricted revenue)	$1,952,619.64	

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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	2.420	7,955,839.11	7,955,839.11	7,955,839.11	3.50
Preferred Premier Cash	MM942	4.000	38,980,209.76	38,980,209.76	38,980,209.76	17.14
Sub Total / Average Cash		3.732	46,936,048.87	46,936,048.87	46,936,048.87	20.64
Certificate Of Deposit						
American Express Natl BK 1.8 3/3/2025	02589ABM3	1.800	245,000.00	245,000.00	242,166.55	0.11
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	234,585.34	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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
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
Preferred Bank 5.25 2/1/2025	6893A	5.250	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	237,412.60	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	231,371.19	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	231,164.92	0.11
Sub Total / Average Certificate Of Deposit		4.425	29,230,000.00	29,230,000.00	29,176,700.60	12.86
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	283,662.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	290,289.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	290,751.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	285,870.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	285,696.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	480,210.00	0.22
Truist Bank 1.5 3/10/2025	89788JAA7	1.850	250,000.00	245,845.97	246,395.00	0.11
WestPac BKG Corp 1.019 11/18/2024	961214EU3	1.019	300,000.00	300,000.00	298,449.00	0.13
Sub Total / Average Corporate		1.660	2,550,000.00	2,540,969.49	2,461,322.00	1.12
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.750	35,105,090.34	35,105,090.34	35,105,090.34	15.44
Sub Total / Average Local Government Investment Pool		4.750	35,105,090.34	35,105,090.34	35,105,090.34	15.44
Money Market						
East/West Bank MM	22305	3.570	83,540,324.80	83,540,324.80	83,540,324.80	36.74
Sub Total / Average Money Market		3.570	83,540,324.80	83,540,324.80	83,540,324.80	36.74
US Agency						
FAMC 0.77 12/6/2024	31422XQV7	0.770	996,450.64	996,450.64	989,166.59	0.44
FAMC 1.57 2/18/2025	31422XUH3	1.570	1,000,000.00	1,000,000.00	988,430.00	0.44
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	965,640.00	0.44
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	991,020.00	0.44
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	959,760.00	0.44
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	949,270.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	951,040.00	0.44
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,943,080.00	0.88
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	958,040.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	945,830.00	0.44
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	948,110.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	952,620.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	948,820.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	950,810.00	0.44
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	950,940.00	0.44
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	949,740.00	0.44
FHLB 5 10/18/2027	3130ATH34	5.000	1,000,000.00	1,000,000.00	1,000,180.00	0.44
FHLB 5.125 12/20/2024	3130AUHL1	5.125	1,000,000.00	1,000,000.00	998,930.00	0.44
FHLMC 2.05 3/17/2025	3134GXMJO	2.060	1,000,000.00	999,701.62	989,880.00	0.44
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	999,390.00	0.44
FHLMC 5.1 10/28/2025	3134GX4R2	5.116	1,000,000.00	999,513.00	999,000.00	0.44
FHLMC 5.2 2/24/2026	3134GYH96	5.259	500,000.00	499,177.36	500,155.00	0.22
FHLMC 5.25 2/17/2026-24	3134GYJ86	5.268	500,000.00	499,750.00	500,300.00	0.22
Sub Total / Average US Agency		2.220	22,996,450.64	22,981,464.89	22,330,151.59	10.11
US Treasury						
T-Bond 1.125 1/22/2025	91282CDS7	1.125	1,000,000.00	1,000,000.00	990,120.00	0.44
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	991,990.00	0.44
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,011,290.00	0.44
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,983,720.00	0.88
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,016,410.00	0.44
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	1,002,700.00	0.44
Sub Total / Average US Treasury		3.861	7,000,000.00	6,931,624.74	6,996,230.00	3.08
Total / Average		3.747	227,357,914.65	227,265,523.13	226,545,868.20	100

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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	4.000	6,078,320.41	6,078,320.41	6,078,320.41	80.95
Sub Total / Average Cash		4.000	6,078,320.41	6,078,320.41	6,078,320.41	80.95
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.750	1,430,157.48	1,430,157.48	1,430,157.48	19.05
Sub Total / Average Local Government Investment Pool		4.750	1,430,157.48	1,430,157.48	1,430,157.48	19.05
Total / Average		4.143	7,508,477.89	7,508,477.89	7,508,477.89	100

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT ON ALL INTERDEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF SEPTEMBER 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 interdepartmental 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 interdepartmental transfers authorized by the City Manager or Designee for the period of September 1, 2024, through September 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 requirement 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 interdepartmental 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 interdepartmental 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 interdepartmental 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 Interdepartmental Transfers Report for City Manager or Designee Authority executed in September of 2024.

Interdepartmental Transfers.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Interdepartmental Transfers for September of 2024

Attachments

Exhibit No. 1 - Interdepartmental Transfers - September.pdf

INTRADEPARTMENTAL TRANSFERS

EFFECTIVE DATE	DEPARTMENT	ACCOUNT FROM	AMOUNT FROM	ACCOUNT TO	AMOUNT TO	DESCRIPTION OF TRANSFER
9/12/2024	Public Safety	101-55-593-138-8007	$ 10,000.00	101-55-593-138-6004	$ 10,000.00	To allocate funds for four months of PLA consulting servcies related to Project 1731 City Hall Basement Renovation.
9/17/2024	Community Services	101-90-950-151-6027	$ 1,500.00	101-90-951-151-6009	$ 1,500.00	To purchase sports equipment from BSN.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD SEPTEMER 1, 202 THROUGH SEPTEMBER 30, 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 September 1, 2024 through September 30, 2024.

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 September 1, 2024 through September 30, 2024.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - September 2024

Attachments

Contract Report - September 2024.pdf

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
D ROBERTS	Original	24-225	CAL STATE DOMINGUEZ HILLS	760	CONSULTANT	PROJECT CODER - COMPUTER SCIENCE & ROBOTICS	$31,600.00	COMMUNITY SERVICES	9/10/2024	12/31/2024
D ROBERTS	Original	24-226	SOCAL SURFACES, INC.	8398	CONSULTANT	COURT RESURFACING, ANDERSON PARK	$68,900.00	COMMUNITY SERVICES	9/12/2024	9/11/2025
D ROBERTS	Original	24-243	THEODORE BENITO DBA LXV ENTERPRISES	7612	CONSULTANT	2024 FILIPINO AMERICAN HISTORY MONTH	$15,750.00	COMMUNITY SERVICES	9/24/2024	10/12/2024
D ROBERTS	Original	24-244	LIFE AND TIMES NETWORK INC	8264	CONSULTANT	CARSON HISTORICAL MAGAZINE	$15,435.00	ISPM	9/24/2024	10/15/2024
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	24-223	STEPHEN SAYER	8374	EVENT SERVICE PROVIDE AGREEMENT	2024 COUNTRY WESTERN FAIR	$200.00	COMMUNITY SERVICES	09/13/24 *	
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	24-221	ASOCIACION CULTURAL LOS ANGELES	967	EVENT SERVICE PROVIDE AGREEMENT	2024 MARIACHI FIESTA	$300.00	COMMUNITY SERVICES	09/27/24 *	
M WHITTIKER	Original	24-222	ERWIN VASQUEZ	8383	EVENT SERVICE PROVIDE AGREEMENT	2024 MARIACHI FIESTA	$600.00	COMMUNITY SERVICES	09/27/24 *	

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Nora Garcia , Director of Public Safety & Emergency Management PS Emergency Management

Subject: CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH AMERICAN GLOBAL SECURITY INC., TO PROVIDE BUILDING SECURITY SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

On August 22, 2024, staff issued a Request For Proposals (RFP), RFP 24-009, via Planet Bids for qualified firms to submit proposals to provide professional building security services for the City of Carson. After reviewing and evaluating each proposal to find a vendor who is a responsible choice, staff is recommending American Global Security, Inc., be awarded a three-year contract to provide building security services to the City of Carson for the period beginning November 11, 2024 through November 10, 2027, at a not-to-exceed contract sum of $2,660,542.87 with two additional optional one-year extensions at the sole discretion of the City and should the City exercise those options, the agreement has the potential of extending to November 10, 2029.

II. RECOMMENDATION

1. AWARD American Global Security, Inc a three-year contract with two additional optional one-year extensions, to provide building security services to the City of Carson, for the period beginning November 11, 2024 through November 10, 2027, for a total cost not-to-exceed $2,660,542.87.
2. AUTHORIZE the Mayor to execute the agreement 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

Staff issued a Request for Proposal (RFP), RFP 24-009, on August 22, 2024, soliciting qualified vendors to provide Professional Building Security Services consisting of at least two (2) Supervisors and fifteen (15) Security Officers over the following City facilities: City Hall, Community Center, Corporate Yard, and other as-needed event-related services. The solicitation was advertised via PlanetBids, throughout the City's facilities, on the City's website, and in the local "Our Weekly" newspaper. The RFP gained heavy interest, recording twenty-seven (27) responses from interested firms at the September 12, 2024 10:00AM bid opening. Of the twenty-seven (27) responses received, at least two (2) of these firms have primary addresses in the City, and at least six (6) others have addresses within close neighboring cities such as: Los Angeles, Torrance, and Gardena. It should be noted that per Carson Municipal Code 2611.1, the local vendor preference is only applicable for contracts up to $100,000. Given the award amount, no local preference can not be applied in this bidding process.

Staff reviewed all twenty-seven (27) proposals and conducted a thorough two-part evaluation process consisting of evaluating, scoring, and ranking on the basis of completeness, compliance, qualifications, experience, past performance, work methodology, and cost, on a one-hundred (100) point scale. Out of the twenty-seven (27) proposals submitted, four (4) were short-listed for interviews conducted by City Staff to further investigate their qualifications, experience, past performance, and other relevant criteria. It should be noted that the local bidders did not have the capability to mobilize quickly to meet the needs of the city now and in the future as they do not have security guards on standby waiting for assignment and they would have to conduct a hiring process each time the City may need to adjust for coverage at facilities and events. Additionally, the local bidders were costly and did not offer the same advanced technology tools that the other bidders did, such as automated shift reports, live clock-in and out, and a 24/7 command center; just to name a few.

Interviews were conducted by the Director of Public Safety, Public Safety Supervisor, Sr. Administrative Analyst, and Emergency Management Specialist. At the conclusion of the evaluation interviews, the evaluation committee determined the following scoring:

Firm Name:	Proposal Score:
A&A Security Group	89 points
Absolute International Security, Inc.	89 points
American Global Security Inc.	91 points
Quest National Security	84 points

American Global Security Inc. ("AGS") is one of the leading security service providers in the state with extensive experience providing professional building security services for California cities such as: Pomona, Fontana, Malibu, and Calabasas to name a few. AGS prides themselves on their tenets of integrity, vigilance, and helpfulness when providing high-quality personal protection solutions throughout California, leveraging advanced daily reporting options, top-tier personnel of over seven-hundred (700) security guards, and hands-on training and oversight of their guards.

Staff is now seeking approval to award a three-year contract to American Global Security, Inc. to provide building security services to the City of Carson for the period beginning November 11, 2024 through November 10, 2027, at a not-to-exceed contract sum of $2,660,542.87, 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 extending to November 10, 2029. A copy of the City's RFP No. 24-009 is included and available in the Purchasing Office.

V. FISCAL IMPACT

No fiscal impact. Funds have been allocated in account number 101-55-592-127-6004- to cover anticipated costs.

VI. EXHIBITS

1. Proposed Agreement with American Global Service
2. American Global Service proposal
3. RFP 24-009 Bid Packet

Attachments

1. Exhibit No. 1_Proposed American Global Security Contract.pdf
2. Exhibit No. 2_American Global Security Proposal.pdf
3. Exhibit No. 3_RFP 24-009 Bid Packet.pdf

Exhibit No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

AMERICAN GLOBAL SECURITY, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
AMERICAN GLOBAL SECURITY, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and AMERICAN GLOBAL SECURITY, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Million Six Hundred Sixty Thousand Five Hundred Forty Two Dollars and Eighty Seven Cents **($2,660,542.87)** (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:

Sulaiman Abdul Wali	Regional Vice President
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Nora A. Garcia, MPA, Director of Public Safety and Emergency Management, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, 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
[rjl]

CONSULTANT:

AMERICAN GLOBAL SECURITY, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 9410 Topanga Canyon Blvd., Suite 203
Chatsworth, CA 91311

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:

Provide professional security services to enhance the security measures at various City properties including City Hall, The Juanita Millender McDonald Community Center/Carson Event Center, and two areas of the Corporate Yard, with the objective of attaining a comprehensive security solution that ensures the safety of City's employees, visitors, and assets. This will include two (2) Supervisors and fifteen (15) Security Officers, which may be increased or decreased at the City's discretion. The City will submit formal written notice within 30 days to Consultant outlining any staffing changes which will be agreed upon by both parties in advance of an increase or decrease in staffing.

Security officers must be unarmed, properly trained, licensed and dressed in appropriate uniforms.

The City shall determine the hours of work. All changes to the hours of work will be approved by the City in writing, and agreed to by both parties, prior to any change of work hours. The City shall have the right to contract for additional security officers at the same rates. The City shall have the right to modify levels of service at any time. All hours worked shall be in eight (8) hour shifts. Each security officer assigned shall work no more than 40 hours per week.

A. Building Security Services

1. Patrol and Monitoring

a. Conduct regular patrols of designated City buildings to deter unauthorized access and ensure a secure environment.

b. Monitor CCTV systems and alarm systems.

c. Conduct regular hourly security checks and inspections.

d. Respond promptly to security breaches, incidents, and emergencies.

e. Escort personnel and visitors as required.

2. Emergency Response

a. Develop and implement written protocols for immediate response to security incidents including coordination with law enforcement agencies when necessary. Protocols must be provided to the City and include input from the City's Contract Officer or designee.

b. Be trained to provide rapid intervention and support during emergencies such as fire alarms or medical crises. Copies of training certificates for

each security guard must be available upon request. Training certificates include CPR/AED, Fire Life Safety, or any other the certifications the City deems necessary.

3. Access Control

a. Manage access control systems to regulate entry and exit of personnel and visitors.

b. Ensure compliance with security protocols and enforce City policies related to access permissions.

4. Additional Services

a. Security Assessments.

i. Conduct comprehensive security assessments of buildings to identify vulnerabilities and recommend appropriate enhancements.

ii. Submit detailed reports outlining findings and proposed security measures for implementation.

b. Security Staff Monitoring.

i. Install and maintain a guard tour software system with detailed reports that will be automatically emailed to designated City staff.

ii. Consultant must also have an electronic method to monitor the clock-in/out of security personnel and share reports with designated City staff.

c. Collaborate with law enforcement agencies when necessary.

5. Training and Development

a. Provide ongoing training programs for security officers to enhance their skills in emergency response, conflict resolution, and customer service.

b. Ensure compliance with industry standards and best practices in security management.

Table A: Locations and Schedule of Performance

City may request that additional Security Guards be provided for Special Events. City will provide notice at least two (2) weeks in advance of scheduled event. Guards will be paid at the same hourly rate as the dedicated guards.

The table below indicates a 1st, 2nd, and 3rd shift. The 1st shift is the morning shift, these hours begin at 6:00 a.m. and end at 2:00 p.m. The 2nd shift is a swing shift, these hours begin at 2:00 p.m. and end at 10:00 p.m. The 3rd shift is an overnight shift, these hours begin at 10:00 p.m. and end at 6:00 a.m.

Site No.	Location	Security Officers and Shift
All	All	• Supervisors required Monday – Sunday, Shift may vary. Will be required to roam between facilities either on foot or by vendor provided vehicle.
1	City Hall, 701 E. Carson Street, Carson, CA 90745	• Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m.
2	Juanita Millender Community Center / Carson Event Center, 801 E. Carson Street, Carson, CA 90745	• Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m. • Security Officer Saturday – Sunday, 3rd Shift, 10:00 p.m. – 2:00 a.m. (Part-time). • 3rd Shift may be adjusted to coincide with the ending time of scheduled events.
3	Corporate Yard, Parks & Recreation 18620 S. Broadway, Carson, CA 90248	• Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m.
4	Corporate Yard, Public Works, 18620 S. Broadway, Carson, CA 90248	• Security Officer Monday – Sunday, 1st Shift 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m. • Security Officer Monday - Sunday, 3rd Shift, 10:00 p.m. – 6:00 a.m.

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

A. Written protocols for immediate response to emergency security incidents including coordination with law enforcement agencies when necessary.

B. Detailed reports of security assessments outlining findings and proposed security measures for implementation.

C. Detailed reports of security staff monitoring generated from guard tour software system that will be automatically emailed to designated City staff.

D. Reports of the clock-in/out of security personnel generated from an electronic monitoring method to be shared with designated City staff.

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

As requested by City's Contract Officer.

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

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Sulaiman Abdul Wali, Regional Vice President

B. Hewad Wardak, Director of Operations

C. Nick Malakzai, Recruitment Manager

D. Amy Colman, Chief Financial Officer

E. Marco Munoz, Special Projects Coordinator

F. Sam Miller, Training Supervisor

G. Munira Jeewajee, Human Resources Manager

H. Kumesha Nayanamali, Accounts Receivable Manager

I. Arvin Sadeghi, Local Operations Manager

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"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~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Type of Service	Location	Hourly Rate	Overtime/Holiday Rate	Labor	Margin
Unarmed Security Guard	City Hall, Juanita Milender Community Center/Carson Event Center, Corporate Yards	$23.99	$35.99	$20.00	$3.99
Unarmed Security Supervisor	City Hall, Juanita Milender Community Center/Carson Event Center, Corporate Yards	$26.99	$40.49	$24.00	$2.99

	Supervisors (2)	Security Officers (15)
YEAR 1	26.99	23.99
	$112,278.40	$748,488.00
		$860,766.40
YEAR 2	27.80	24.71
	$115,646.75	$770,942.64
		$886,589.39
YEAR 3	28.63	25.45
	$119,116.15	$794,070.92
		$913,187.07
	Total Cost 3 Years	**$2,660,542.87**

YEAR 4*	29.49	26.21
	$122,689.64	$817,893.05
		$940,582.69
YEAR 5*	30.38	27.00
	$126,370.33	$842,429.84
		$968,800.17
	Total Cost 5 Years	**$4,569,925.72**

*Optional years

The rates above are flat rates that include all wages, benefits, uniform costs, equipment such as golfcart, background checks, drug testing, orientation, training, allowances, and differentials.

Overtime will only be paid work expressly authorized in advance and in writing will be paid at one and one-half times the hourly billing rate and applied to hours worked exceeding eight (8) hours in a given day or 40 hours in a given week.

Consultant will not be reimbursed for any parking, supplies, equipment, or sundries utilized.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

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

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $2,660,542.87 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 schedule established under Section I. of Exhibit A, the proposal and the transition period breakdown detailed below.

Two Weeks Prior to Deployment	First Two Weeks to Deployment	End of Transition Period
• Confirm and acknowledge the **Service Agreement** and client expectations. • Accounts Manager meets with team to discuss contract. • Put **Post Duties** into writing, plan patrol routes, implement specific protocols as part of our individualized approach for each site. • Recruit the necessary staff either from within our own ranks or with CadientTalent software • Verify that all Guard cards and required training is current. • Distribute **AGS official employee handbook.** • All new personnel are enrolled in payroll system. • Establish contact with incumbent officers and security firm if possible. • Our Security Shift Supervisors, Site Manager, and Account Manager attached to the project will be conducting an on-site tour. • **AGS Personnel Orientation Meeting** where schedules are distributed.	• Communicate transition information to project staff and the guards to be deployed. • I.D. badges and special equipment is made and distributed. • City staff will be given access to **AGSTrac reporting system client portal.** • Provide daily updates and a team meeting with City staff at 2-3 weeks in. • Have our **Regional Field Supervisor** present for training, including on weekends if applicable. • Cross-train personnel and backup personnel if possible/applicable. • Confirm that we are responding to all requirements of the contract and requests made by City. • Maintain flexibility in our timeline, personnel assignments, and post order improvements – **Document any challenges we face and milestones we have accomplished.**	• Chief Financial officer Reviews first invoice. • Reviews site specific training that has been conducted. • Review assigned personnel to make sure they meet AGS standards. • Confirm with City Project Manager and site staff that the project approach and staffing is satisfactory. • Smooth workflow is achieved, security lapses have been covered and a rapport is being established between guards and site staff. • Senior accounts manager has first monthly meeting with City Project Manager.

The transition plan will be formalized prior to the "start of service" date. Consultant will have its Transition Team, guard selection, and all other necessary preparation made roughly fifteen days before the start of service date. The implementation of said Transition Plan takes fifteen days after the start of service. In total, Consultant's Transition period lasts 30 days. After this point, all guards and supervisors working on the project will operate smoothly and efficiently while establishing their rapport with City staff.

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

Exhibit No. 2

AMERICAN GLOBAL SECURITY®



RFP PROPOSAL RESPONSE

City of Carson

RFP 24-009

PROFESSIONAL BUILDING SECURITY SERVICES

September 12, 2024

Presented By:
American Global Security, Inc.
Nick Tartakovsky – Procurement Manager
(323) 266-9762
procurement@americanglobalsecurity.com

Branch Office:
9410 Topanga Canyon Blvd Ste 203
Chatsworth, CA 91311
(818) 350-1000 ext. 1016
info@agspatrol.com



TABLE OF CONTENTS

Table of Contents 2
Cover Letter 3
Introduction 4-5
Personnel Verification 6
Company Certification 6
A. Contractor/Staff Expertise & Experience 8-17
A.1 Licenses 8
A.2 Resumes 8-17
B. Past/Current Performance 18-22
C. Work Methodology 23-69
Approach to the Scope of Work 23-40
Building Security 23
Emergency Response 24
Access Control 24
Additional Services 24-25
Training and Development 26-37
Dedicated Supervisors 38
Event Security Coverage 38
Mobilization and Delpoyment of Personnel 39
Timeliness and Coverage 39-40
Lunch Breaks 40
Project Controls 40
GPS Tracking 40
AGS Trac Reporting Software 41-52
Uniforms and Appearance 53-57
Equipment 58-59
Patrol Vehicles 60-61
Quality Control 61-63
Use of Force Policy 64-65
Retention Program 66-67
Project Schedule 68-69
D. Cost 70-72

COVER LETTER

City of Carson
Attn: Josilla Togiola - Purchasing Manager
jtogiola@carsonca.gov
(310) 830-7600 ext. 1237

Dear Josilla Togiola,

On behalf of the dedicated team at American Global Security, Inc (AGS). I submit this Proposal to provide security services to the City of Carson at various facilities. AGS has thoroughly reviewed the scope of work and terms outlined in the **RFP #24-009 Professional Building Security Services**. AGS agrees to maintain all duties and tasks outlined in the RFP #24-009 and agrees to the sample contract. The cost of paper printing, vehicle mileage, cell phone use, mailing, and other expenses incidental to the performance of the main items of the security guard services to be rendered are included in the hourly rates schedules of our cost proposal.

City of Carson will be receiving direct project supervision from myself, our most Senior Accounts Manager and the Regional Vice President of American Global Security. I am currently managing all of our public agency accounts in Southern California and have extensive experience coordinating all levels of a project team while exceeding client expectations. The City of Carson will also receive a large time commitment from our Regional Operations Manager and his team. Our operations Manager has worked in the security industry for over a decade and is an expert at managing guard schedules and ensuring total site coverage.

AGS stands out as the ideal choice for the City of Carson for the following reasons:

- **Tailored Services:** AGS customizes its security services to the City's specific needs, avoiding one-size-fits-all solutions.
- **Direct Access to Leadership:** Quicker decision-making and direct communication for faster responses to the City's requirements.
- **Greater Flexibility:** More agile than larger companies, allowing swift adaptation to change or special requests.
- **Higher Quality Control:** Ensures consistent, high-level service delivery across all sites.
- **Local Expertise:** Strong understanding of California communities enhances service effectiveness.
- **Extensive Multi-Site Experience:** Proven track record in providing security services to municipalities across California.
- **Attention to Detail:** As a small business, AGS focuses on meticulous service and operational excellence.
- **Wide Network of Guards:** Over 700 security guards across the state, ensuring robust coverage and availability.
- **Centralized Operations:** 400+ guards and 24/7 operations at the Chatsworth headquarters, including dedicated Dispatchers and Operations Team members.
- **Strong Support Team:** Approximately 50 full-time office staff located throughout California, ensuring comprehensive administrative and operational support

I, Sulaiman Abdul Wali, am the individual authorized to legally bind our firm and as Regional Vice President of Southern California, I will also be your Account Manager. At this time, American Global Security has no financial, business, or other relationship with the City of Carson that may impact upon the outcome of this Agreement. We have no significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending or in which we (AGS) have been judged guilty or liable. American Global Security is fully prepared to enhance the security measures for the City of Carson facilities and events, delivering unmatched security and peace of mind.

Sincerely,

Sulaiman Abdul Wali - Regional Vice President

INTRODUCTION:

American Global Security, Inc. is an S corporation that was established in May 5, 1999 by a dedicated, diverse team of professionals with thirty years of combined experience in private security, law enforcement, and the military. AGS was fully incorporated in the state of California on February 5, 2017 and has since grown rapidly to meet the new security threats our communities face every day. As of 2024, AGS is working with over 700 security guards and other professionals throughout the state of California. As a leading security services provider in the state, we understand that every single client deserves a different security work plan, approach to said plan, as well as different methods and accommodations. This is why AGS updates our in-house training programs on a regular basis in accordance with the various security risks that may be encountered in the field. This hands-on approach to training ensures that our security field teams have the appropriate understanding of post-duties and site protocols to provide immediate and effective action against any security breach, or respond appropriately to routine duties.

The core tenets of AGS are integrity, vigilance, and helpfulness. AGS sets the bar high for personal protection solutions throughout California by using:

- Advanced Daily Reporting: Utilize cutting-edge methods for clear and detailed daily updates. Provide unique Client Portal access which means prompt reporting and notification of all incidents or events.
- Top-Tier Personnel: Recruit and retain highly experienced and professional security staff. Train staff in house at our office facilities and in the field at specific training grounds. Training staff have years of industry experience.
- Hands-On Training and Oversight: Provide ongoing support and training to ensure guards deliver the highest standard of service. Regional Supervisors are guaranteed to visit every single site under AGS protection.

In order to fit the needs of our diverse customers, we individually design a security plan for each location or event as it presents itself. If a location or organization already has a plan in mind which includes post orders, we are capable of adapting our approach and training our personnel to accommodate all requests and specific site protocols. AGS is considered an industry lead by Public Agency clients throughout California who can attest to our proven track record in providing great customer service between our clients and our management team through our 24/7 Dispatch Center and our AGSTrac® Reporting System.

Operating from within both of our Regional Headquarters are members of the 24/7 Dispatch Center, which is a critical part of our day-to-day operational procedures. Dispatchers are there to verify that all guards are arriving to their shifts on time, following patrol schedules, and know their assigned post orders. They have access to site protocols, guard schedules, guard contact information, AGSTrac® reporting software, and are also remote monitoring several locations. The AGS Dispatch Center can be contacted at any time for direct questions concerning specific guards, site protocol, or any general issues. The current Dispatch Manager working at the time will be able to review your file and delegate specific actions, while fielding complaints and criticism.

In recent years, we have seen the increasing need for security services due to the effect that transients and crime are having on communities, businesses, and residences. The rise in crime rates have brought with it an increase in theft, vandalism, and trespassing which affects and threatens all community members, not just businesses. We have developed and structured our Community Outreach Training initiative around interactions with the homeless, members of the public, and project staff. AGS has made noticeable gains in overall levels of security at each of our job sites as a result. This training has also improved our organization’s ability to connect any willing individuals with local resources.

AGS clients have come to trust our expertise with protecting critical infrastructure, maintaining complex operations, and securing high-traffic or vulnerable locations. Our experience gives us the understanding of the unique safety, security, and risk-needs faced on a day-to-day basis in these environments.

Some of our most notable experience has been working with public agencies to provide security services at the following important locations:

- City of Glendale City Hall
- City of Fontana Metrolink Stations
- City of Upland Metrolink Station
- City of Pomona Water and Power facilities
- City of Malibu Civic Center
- City of Calabasas Civic Center
- City of Anaheim Main Corporate Yard

AGS's future outlook is highly positive. We have achieved strong financial success and are expanding into several states along the Western seaboard and the Midwestern United States. Over the past five years of serving public agencies—and since our founding in 1999—AGS has maintained a meticulous attention to detail. This is due to upper management being directly involved in each project. Our CEO, Vice President, and Director of Operations have provided direct oversight for many projects. Even as we have grown, our leadership remains actively involved, ensuring the City of Carson will benefit from the personalized, detail-oriented service that defines a successful small business.

Our organizational structure resembles a military command structure, with a clear chain of command from top to bottom. Each guard in the field is supported by multiple levels of resources, oversight, and communication from our supervisors, Dispatch Center, and Operations Team. Before deployment, field personnel undergo a comprehensive Training Program at one of our offices. They receive multiple uniforms, all necessary equipment, and an AGS handbook detailing the post orders for their assigned site. This chain of command extends to our principal team members, who remain involved daily thanks to our effective delegation methods.

AGS is the perfect choice for this project due to our extensive experience in launching and managing Citywide Security services. Our proven track record, detailed attention, and structured approach ensure we can deliver the highest standard of security services to the City property including City of Carson City Hall, The Juanita Millender McDonald Community Center/Carson Event Center, two areas of the Corporate Yard, and Special Events as requested.

PERSONNEL VERIFICATION

September 4, 2024

I, Sulaiman AbdulWali, hereby certify that I am the Regional Vice President of American Global Security Inc., a duly organized and existing company under the laws of California. I am authorized to submit bids and enter into contractual agreements on behalf of the company for any prospective vendor opportunities.

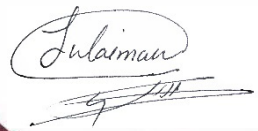
As the Regional Vice President, I am vested with the authority to represent American Global Security Inc. in all matters pertaining to bids, contracts, and agreements. My role includes, but is not limited to, negotiating terms, signing contracts, and ensuring compliance with all contractual obligations.

Please find my contact details below:

Name: Sulaiman AbdulWali Title: Regional Vice President
Address: 9410 Topanga Canyon Blvd Ste 203 Chatsworth CA 91311
Phone: 818-818-5091
Email: Simon@agspatrol.com

If there are any questions or further verification is needed, please do not hesitate to contact me directly.

877-482-7343 | 9410 Topanga Canyon Blvd Ste 203 Chatsworth CA 91311 |
www.americanglobalsecurity.com | Info@agspatrol.com



COMPANY CERTIFICATION

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	AMERICAN GLOBAL SECURITY, INC.
Entity No.:	3990140
Registration Date:	02/02/2017
Entity Type:	Stock Corporation - CA - General
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 04, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 244424335

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

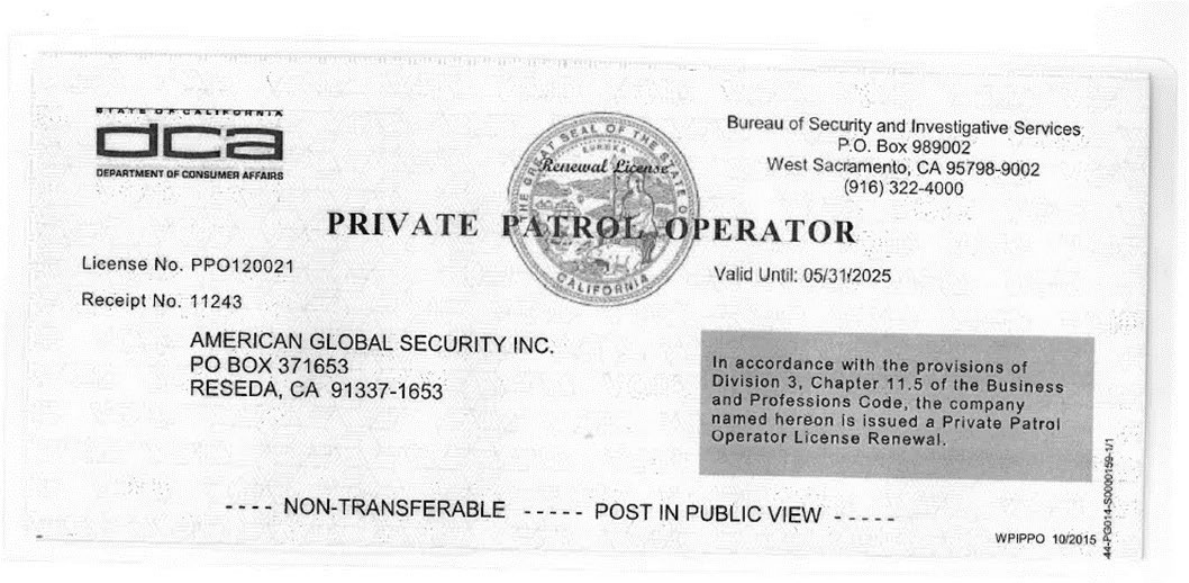
A. CONTRACTOR/STAFF EXPERTISE & EXPERIENCE

Qualifications, experience, technical knowledge, required certifications of Contractor and key personnel. Demonstrated experience and successful contract performance as a provider of security services. Proposers' ability and experience to operate the project as specified in the RFP.

American Global Security, Inc. brings decades of proven expertise and technical knowledge in providing comprehensive security services, backed by industry-leading certifications. We more than exceed the minimum requirements for a security company which the City of Carson is requesting. The company passed to new ownership in 2016, but has existed since 1999. This new ownership had years of security experience under their belts, both international and in the United States. Through their leadership, our executive team was developed and expanded. The executive team at AGS is comprised of highly trained personnel with extensive experience in contract security management. They have successfully delivered tailored solutions for a variety of clients across the state of California. Each of our key personnel holds certifications relevant to the field, including advanced training in risk assessment, emergency response, and security technology. Our track record of delivering high-quality service, combined with our deep understanding of the specific requirements outlined in the RFP, ensures our ability to operate this project effectively and exceed expectations for the City of Carson.

A.1 Licenses

American Global Security is pleased to confirm that we meet all the minimum requirements as specified. We hold an active Private Patrol Operator license issued by the State of California Bureau of Security and Investigative Services, and we have maintained this license consistently for over the last decade. Furthermore, American Global Security is proud to be the **only security firm in Southern California with zero violations in the most recent Bureau of Security and Investigative Services audit**, underscoring our commitment to compliance, professionalism, and excellence in service.



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

Renewal License

PRIVATE PATROL OPERATOR

License No. PPO120021
Valid Until: 05/31/2025

Receipt No. 11243

AMERICAN GLOBAL SECURITY INC.
PO BOX 371653
RESEDA, CA 91337-1653

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPIPPO 10/2015

A.2 Resumes

Please see the following section of key personnel resumes.



Simon AbdulWali

Regional Vice President

250+ Accounts Managed

Simon@agspatrol.com (818) 738-6570

Acting as **Accounts Manager** for this project. Mr. Abdulwali is currently responsible for overseeing all of our Southern California Security Operations. Directly involved in the financial management and project management for all municipality and premier accounts in this area of operations. Oversees our projects and various operations on a macro scale but can also be contacted with concerns or questions of a pressing nature, be they personnel or protocol related.

City of Carson Responsibilities: *Will manage Transition Period, Week 1 and Quarterly Meetings with City of Carson staff, Selects Supervisors who will monitor sites in person, Point of Contact for Contract Questions, Signs off on Processing of First Invoice to City of Carson.*

Operational Office: Southern CA Corporate HQ – Chatsworth

ACCOMPLISHMENTS:

- Developed and Implemented our **Site Risk Assessment Program.**
- Oversaw integration of IP based CCTV system integration with Dispatch.
- Oversaw our adoption and security methodology involving the LiveView mobile surveillance platforms.
- Conducted on-site account audit of the Port of Houston, Texas.
- Briefed Port Authority of Houston and District Manager on said audit and developed action plan to respond to security needs.

AGS Work Experience: Accounts Manager on the following contracts: City of Pomona, LA County Sanitation District, City of Fontana, City of Calabasas, Housing Authority of Los Angeles, City of Upland, First 5 LA, Anaheim Public Utilities

Glendale - 2021

- Created a Facilities Safety Plan for Glendale Water and Power
- Managed the Transition Period of our services taking over City of Glendale in a rushed two-week period

EDUCATION:

- High School GED Certificate
- Bachelor's degree in business administration
- Bachelor's degree in criminology

CAREER EXPERIENCE:

- 3 years as Port Security Supervisor in Houston, Texas
- 2 years as Roving Security Supervisor with Allied Universal in Los Angeles, CA
- 5 years as Senior Accounts Manager with American Global Security



Hewad Wardak

Director of Operations

300+ Guards Coordinated Daily

(818) 294-8880

AMERICAN GLOBAL SECURITY

As our Director of Operations, Mr. Wardak is involved in all scheduling matters. He and his team use the TeamXpress® software for employee scheduling. Mr. Wardak will ensure accountability to City of Carson through communication with our local Dispatch Center, working to cover guard post coverage lapses, as well as last minute or planned events. He will approve the Weekly Deployment Schedule, and will provide feedback on our City Client Portal based on how he sees sites developing.

City of Carson Responsibilities: *Approves final guard schedule each week for all City of Carson sites, Approves Guard Shift changes, Oversees Initial Guard Assignment Process for each role and site.*

Operational Office: Southern CA Corporate HQ – Chatsworth

ACCOMPLISHMENTS:

- Refined our methods of deployment in the field.
- Helped develop our **Site Security Vulnerability Assessment.**
- Initiated our use of AGSTrac® reporting system.
- Integrated our current scheduling software into Team Xpress® to take advantage of the geofencing system.
- Coordinates guard scheduling for all contracts listed as our references.

PPS Security:

- Conducted Emergency Response Exercises.
- Expanded Fire Watch Training.
- Supervised 22 employees in crime reporting, security, and enforcement.

AGS Work Experience: Created/Organized guard schedules on the following contracts: City of Pomona, LA County Sanitation District, City of Fontana, Housing Authority of Los Angeles, Oakland Housing Authority, and City of Newport Beach

EDUCATION:

- High School GED Certificate

CAREER EXPERIENCE:

- 10 years of military service in Afghanistan Air Traffic Control.
- 2 years as Self-Defense instructor at the JMK Police Academy.
- 6 years at PPS Security as Risk Management.
- 5 years as Regional Director of Operations at American Global Security.



Nick Malakzai

Recruitment Manager

400+ Guards Hired

Nick@americanglobalsecurity.com (818) 668-4479

Supervises hiring process and instructs field supervisors in how to perform interviews of new and incumbent security personnel. Personally responsible for overseeing the recruitment of over four hundred (400) guards in the past six (6) years. Mr. Malakzai actively promotes employment opportunities at American Global Security through numerous sources. He works with state and local placement agencies to offer employment opportunities to qualified individuals. Some of these sources include college and university groups and agencies.

City of Carson Responsibilities: *Will be recruiting any new guards needed at the various City of Carson locations. This includes interview processes, background checks, employment verification, and appropriate project assignment.*

Operational Office: Chatsworth Corporate HQ/Riverside Office/Tehachapi Office

SKILLS:

- Training guards quickly and efficiently.
- Effective communication between Staff and Project Representatives.
- Can speak multiple languages, such as English, Spanish, Urdu, Hindi, and Arabic
- Has experience with our full suite of training options.
- Expert at morale boosting through unique employee incentive program he helped develop.
- Well versed in Report Data Entry and Records Management.
- Client Relations.
- Loss Prevention strategies.

CAREER EXPERIENCE:

- 5 years of Recruitment and Retainment experience in current role with AGS.
- 4 years of experience as Field Supervisor with AGS.
- 2 years of experience as patrol guard with AGS.

AGS Work Experience: Hired all units deployed in City of Glendale, including guards at City Hall and County Court. Recruited and screened the guards at City of Camarillo on short notice. Recruited, Interviewed, and screened Guards for the City of Upland, Pomona, Fontana, and Glendale Public Libraries

EDUCATION:

- High School Graduate
- Bachelor's Degree in Business Administration – UCLA



Amy Colman

Chief Financial Officer

400+ Invoices Collected

amy@agspatrol.com (818) 350-1000

Amy draws her invoicing info directly from TeamXpress®. She has the process of translating the hours our guards work directly into billable time for clients down to a science. Her role at our firm is one of the most important aspects to how we approach project controls and staying within a client's budget. She also oversees the process for employee payroll.

City of Carson Responsibilities: *Amy and her team will be responsible for creating accurate NET 30 invoices, following all City of Carson invoice guidelines, sending them to the appropriate representative for each site, and following up if payment is overdue.*

Operational Office: Chatsworth Corporate HQ

ACCOMPLISHMENTS:

- Amy handles invoicing for ALL our clients
- Amy also is in charge of payroll, both in-office personnel and field personnel
- She is the head of our accounts payable department.
- She manages a small team of several others who she has trained to help her on client invoicing, collections, and payroll.
- Implemented our adoption of the Quick Books software tool

SKILLS:

- Strategic Financial Planning: Expertise in developing long-term financial strategies that align with company goals and drive growth.
- Risk Management: Skilled in identifying financial risks and implementing effective controls to safeguard assets and ensure regulatory compliance.
- Financial Analysis and Reporting: Proficient in analyzing complex financial data, preparing detailed reports, and providing actionable insights for decision-making.
- Leadership and Team Development: Strong ability to lead finance teams, mentor talent, and foster a culture of accountability and high performance.
- Capital Management: Experience in optimizing capital structure, managing cash flow, and securing funding to support business expansion and sustainability.

EXPERIENCE:

- 6 years working with AGS!

EDUCATION:

- High School Graduate
- Bachelor's degree in accounting – Cal State Northridge
- Master's degree in accounting – Cal State Northridge



Marco Muñoz

Special Projects Coordinator

Coordinated 50+ City Events

(818)350-1000 Ext. 1029

Mr. Muñoz is responsible for coordinating all our events in Southern California, in terms of guard selection, scheduling, and training programs. Having one dedicated personnel member for this role allows us to focus on bringing our best possible effort to various events. Mr. Muñoz is an expert on acquiring the best talent for events, working with both Human Resources and Recruiting to meet these needs. He then establishes various shift schedules, assigns equipment, and schedules supplementary training as needed.. ***Operational Office: Southern CA Corporate HQ – Chatsworth/Riverside Office/Tehachapi Office/Anaheim Office/San Diego Office***

City of Carson Responsibilities: *Marco is a part of our Transition Team and will help coordinate that timetable. He will select the guards eligible to be cross trained as backups and will also be involved in expanding our field teams if a location requests additional services. His main role will be in establishing the event teams we need for as-needed City of Carson security services.*

SKILLS:

- Performs well under a short deadline.
- Multi-tasking i.e., managing multiple aspects of event planning and staffing at once.
- Fluent in Spanish.
- Has experience with our Dispatch Process.
- Understands the best ways to source security personnel last minute.
- Well versed in our Training programs and modern legal codes.

CAREER EXPERIENCE:

- 2 years of experience as Events Coordinator
- 4 years of experience in Operations
- 3 years of experience as Dispatch Operator with AGS

AGS Work Experience: Marco coordinated the Festival of Lights Event in Riverside, which had over 60,000 people in attendance on its opening night. He oversees all events for the following municipalities: City of Pomona, Civic Center, City of Fontan Lewis Library and Tech Center, City of Malibu Civic Center and public parks, City of Camarillo Public Library

EDUCATION:

- High School Graduate
- Bachelor's Degree in Marketing – Cal State Northridge



Sam Miller

Training Supervisor

175+ Guards Trained!

(818) 350-1000 Ext. 1005

Sam is our Training Supervisor for all Southern California projects. He has had a career in law enforcement and translates that experience into the development and teaching approach of some of our security guard training programs. With a large and friendly presence, Sam reminds us that a security guard should have a positive attitude and command the respect of others wherever they go. He will review the site protocols at your locations and determine the ideal training regimen based on your needs. ***Operational Office: Southern CA Corporate HQ – Chatsworth/Riverside Office/Tehachapi Office/Anaheim Office/San Diego Office***

City of Carson Responsibilities: *Sam will host the in-office training sessions for this project with City of Carson, specifically those which involve Community Outreach, Emergency Response and Preparedness, and General First Aid training. He will also host in person training refresher courses, both at the Office and out in the Field with other Supervisors.*

ACCOMPLISHMENTS:

- Instructed **Riverside, CA Police Academy Personnel** in Physical Fitness and Pressure Point Control Tactics.

Work Experience:

- Was focused in particular on enforcing high standards for guards in locations including City Hall with rigid guidelines and Codes of Conduct
- Was integral in our rushed Transition Period with City of Glendale

Other Premier Accounts Experience:

- Sam re-enforces the need for extra training modules for security personnel assigned to our Premier Accounts.
- He is adamant that training is the best way to prepare guards for a job-site, and can be just as important as experience.

CAREER EXPERIENCE:

- 12 years of Service as Bakersfield PD
- 4 years as Roving Security Supervisor with AGS
- 3 years as Training Supervisor with American Global Security

EDUCATION:

- High School Graduate
- Bachelor's Degree in Computer Science – Cal State Northridge



Munira Jeewajee

Human Resources Manager

Moon@americanglobalsecurity.com (818) 996-3690

Strategic and results-driven Human Resources Manager with over 6 years of experience in managing HR functions across diverse industries. Expert in talent acquisition, employee relations, performance management, and policy implementation. Known for driving HR initiatives that improve employee engagement, reduce turnover, and enhance organizational culture.

City of Carson Responsibilities: *Manages guard hiring, benefits, payroll, and performance evaluations. Works with our Operations Team and Account Manager to assign them to appropriate City of Carson sites.*

ACCOMPLISHMENTS:

- Streamlined recruitment processes, reducing time-to-fill by 30% and enhancing employer branding.
- Launched an employee engagement program, boosting satisfaction scores by 25%.
- Implemented a new performance appraisal system, aligning goals and improving tracking accuracy.
- Updated HR policies, reducing compliance issues by 20%.
- Introduced a leadership training program for 50+ managers, improving management effectiveness by 15%.

PROFESSIONAL EXPERIENCE:

HR Manager American Global Security November 2021 – Present

- Oversee HR functions: employee relations, performance management, and compliance.
- Manage employee relations, ensuring resolution aligns with policies and legal standards.
- Develop and implement HR policies to ensure consistency and fairness

HR Specialist

Kristal Graphics January 2018 – October 2021

- Assisted in recruiting, on boarding, and training new employees, contributing to the successful integration of over 100 new hires annually.
- Developed and maintained employee records and HR databases, ensuring accurate and up-to-date information.
- Coordinated employee benefits administration, including health insurance, retirement plans, and other perks. Provided support in handling employee grievances, conducting investigations, and recommending appropriate actions

EDUCATION:

- Bachelor of Business Administration in Global Business and Entrepreneurship

CERTIFICATION:

- Professional in Human Resources (PHR)SHRM Certified Professional (SHRM-CP)



Kumesha Nayanamali

Accounts Receivable Manager

Kumesha@americanglobalsecurity.com (818) 943-5703

Accounts Receivable Manager with over 4 years of experience in managing and optimizing accounts receivable processes. Proven track record in improving cash flow, reducing days sales outstanding (DSO), and implementing effective credit control measures. Adept at leading teams, analyzing financial data, and fostering strong client relationships.

City of Carson Responsibilities: *Will be generating and processing each invoice for the various City of Carson sites before getting approval from our CFO.*

ACCOMPLISHMENTS:

- Implemented a new invoicing system that reduced processing time by 40%, resulting in faster cash collections.
- Negotiated and managed payment terms with clients, leading to a 25% reduction in overdue accounts.
- Streamlined the accounts receivable process, decreasing the days sales outstanding (DSO) by 15 days.
- Successfully led a team of 5 accounts receivable clerks, improving team efficiency and accuracy by 30%.

PROFESSIONAL EXPERIENCE:

- Accounts Receivable Manager -American Global Security - June 2022 – Present
- Oversee the accounts receivable department, managing invoicing, collections, and reconciliation activities.
- Develop and implement credit policies and procedures to minimize financial risk and enhance cash flow
- Prepare and present regular reports on accounts receivable performance to senior management.
- Senior Accounts Receivable Specialist GK Construction January 2020 – May 2022
- Managed a portfolio of high-value accounts, ensuring timely invoicing and collection of payments.
- Developed and maintained relationships with key clients to facilitate prompt resolution of payment issues.
- Analyzed financial data to identify trends and provide recommendations for improving cash flow and reducing bad debt.

EDUCATION:

- Bachelor of Science in Accounting - San Jose State University - 2017



Arvin Sadeghi

Local Operations Manager

AMERICAN GLOBAL SECURITY®

Arvin@americanglobalecurity.com (818) 915-5306

Experienced Local Operations Manager with a strong background in security management and operations. Proven track record in overseeing large-scale security projects, enhancing operational efficiency, and implementing cutting-edge security solutions. Skilled in managing teams, risk assessment, and client relations.

City of Carson Responsibilities: *Mr. Sadeghi will create Daily/Weekly Schedules for guards working at City of Carson sites. This includes vehicle patrol. Will assist in developing schedules for as needed/event security. Will help respond to emergency shift coverage situations. Also, will deal directly with City during quarterly meetings.*

ACCOMPLISHMENTS:

- Introduced new scheduling software, increasing efficiency by 20% and cutting overtime costs.
- Directed high-profile incident responses, enhancing compliance and client satisfaction by 15%.
- Trained and managed 150+ personnel, reducing turnover and improving team performance.
- Achieved a 95% contract renewal rate through proactive client engagement and tailored solutions.
- Identified savings opportunities, cutting operational costs by over $100,000 annually.
- Developed emergency response drills, cutting response times to critical incidents by 40%.
- Oversaw internal audits ensuring zero violations during external reviews.

PROFESSIONAL EXPERIENCE

American Global Security, CA Operations Manager March 2020 – Present

- Managed daily security operations for 150+ client sites, including corporate offices, retail locations, etc.
- Developed customized security plans for high-profile clients, reducing incidents by 25%.
- Led a team of 200+ security officers, focusing on training, compliance, and performance optimization.
- Collaborated with technology vendors to implement advanced surveillance and access control systems, streamlining security operations and reducing costs.
- Established a crisis management protocol, ensuring quick response and recovery during emergencies.

Eagle Security, Los Angeles, CA Operations Manager March 2018 – February 2020

- Supervised a team of 100 security personnel across multiple high-risk sites, including hospitals, educational institutions, and government buildings.
- Conducted regular site audits and risk assessments, implementing corrective actions that improved safety measures by 30%. Oversaw scheduling and deployment of security staff, optimizing coverage and reducing overtime expenses by 20%.
- Worked closely with clients to address concerns and tailor security services, leading to 90% satisfaction.
- Coordinated with local law enforcement for joint operations and emergency response planning.

EDUCATION:

- Bachelor’s degree in business administration University of Southern California, Los Angeles, CA
- Bachelor’s degree in criminology California State University, Fullerton, CA

CAREER EXPERIENCE:

2 years as Security Supervisor. 1 year as Security Manager. 1 year as Operations Team member. 2 years as Local Operations Manager (Southern California)

B. PAST/CURRENT PERFORMANCE

Client satisfaction with similar scope of work; ability to perform successfully on schedule; and history of reasonable and cooperative behavior and overall business-like concern for the interests of the client The City may use past performance information obtained from a variety of sources and not just those contracts identified by the Proposer.

AGS has a strong history of successfully managing security guard services contracts that closely align with the City's Scope of Work. Over the past several years, we have provided comprehensive security solutions for a variety of public and private sector clients, including government facilities, corporate offices, and large-scale public events. Each of these contracts required a tailored approach to meet specific security needs, and we have consistently delivered professional services focused on safety, vigilance, and customer service. Below, we have listed our recent and ongoing contracts that reflect our ability to meet the City's requirements and deliver outstanding security services.

City of Glendale

Project Description:	Unarmed Security Guard and Vehicle Patrol – City Wide
Address:	800 Air Way, Glendale, CA 91201 | 1579 Gardena Ave, Glendale, CA 91204 | 613 E Broadway, Glendale CA 91201 | 41 N Glendale Ave, Glendale, CA 91201, etc.
Project Managers:	Martin Powers, Facilities Services Coordinator, (818) 937-8341, mpower@glendaleca.gov, Jeff White, Water and Power Plant Supervisor, (818) 937-8987, jwhite@glendaleca.gov
Duration of Services:	January 2021 – December 2025
Frequency and Hours of Operation:	24/7 security services, operational hours at certain sites. Guards stationed at City Hall, Libraries, Transportation and Community Centers, Administrative Buildings, and Water and Power Plant locations during operational hours. Some locations have overnight hours. Overnight vehicle patrol is in effect at parks throughout the City, as well as some of our fixed guard locations.

American Global Security (AGS) received its first large-scale municipal contract in 2019, two years after being fully incorporated in California. This initial project with the City of Glendale provided city-wide security services and continues today due to positive performance reviews, having been renewed multiple times through yearly extensions.

The scope of work is complex, featuring City Hall, multiple libraries, Metrolink Stations, City Parks, City Administrative Offices, a Water Treatment Facility, and a Power Plant. In terms of the current RFP in question, there are several security service locations and protocols active within the City of Glendale that can be related to

the needs of City of Carson. In broad terms, all locations attached to the City of Glendale project require coordinating multi-person field teams and maintaining daily reporting protocols.

Some of the most valuable experience working with the City of Glendale has been at the various Metrolink Stations throughout the city. These locations give directly translatable experience to the needs of the City of Carson at your facilities. Our guards at Glendal are frequently involved in community interaction of all types, both in helping members of the public using the services at the various locations and in handling disturbances and other public safety incidents with caution and appropriately direct responses.

Other directly translatable experiences gained with City of Glendale which can relate to the needs of City of Carson are our park patrol routes in the City and the as-needed event security services we provide. There are roughly 30 parks within the city limits of Glendale which the AGS Patrol Division is assigned to both open and close every day. There are frequent events which require security teams of anywhere from five to fifteen guards which take place at the Civic Center.

As the City of Glendale contract progressed and AGS gained other municipality contracts, our specialized training module known as “Community Outreach” was developed and expanded. This Training program features a two-fold approach to security; information dissemination and general courteous interactions with the public, as well as a firm, yet courteous approach to dealing with transients. Every city is different in their approach to transient activity; some are determined to keep public spaces like their libraries free of any such activity, while other municipalities welcome transients that are not unruly to take temporary shelter there. Our Community Outreach Training was further developed through the experience we had with all of our municipality contracts.

In person training/coaching sessions are frequent for this contract, at least once a month. AGS is comfortable assigning training refresher courses to guards who need it and delegating specific Field Supervisor to check in on site staff regularly for training reviews. These frequent coaching sessions are invaluable to our organization and field team.

City of Upland

Project Description:	Unarmed Standing Guard and Vehicle Patrol – Multi-site
Address:	1370 N. Benson Ave, Upland, CA 91786
Project Managers:	Richard Smiderle, Public Works Operations Manager, (909) 291-2940, rsmiderle@ci.upland.ca.us
Duration of Services:	July 1, 2021 – June 30, 2025
Frequency and Hours of Operation:	Our standing guard is at the Public Library 24/7. We also have a guard at the main Metrolink Station during operational hours, with vehicle patrol extending to include that and several other Metrolink stations for overnight hours.

City of Upland is another municipality that American Global Security is providing security services similar to the needs of City of Carson. Within this city, our guards are stationed at a public library and also the main Metrolink station. At these locations, we are responsible for the security at the adjacent parking structure or lots respectively, as well as performing vehicle patrols at several other key points in the City during overnight hours. Our daily activity often sees us coordinating with police and other emergency responders, as we address various situations and reach out to the proper authorities to aid us in addressing said situations. We work closely with the Librarian in Charge at the City of Upland Public Library, and have a strong relationship with the local Police Department. We

maintain Daily reports at both locations, perform traffic control as necessary, and act as the main source of security for commuters and travelers using the Metrolink Station.

One of the important initiative's that our guards are aware of and have an active role in is the effort currently underway in California to reduce/prevent suicide at public access train stops and along tracks in general. AGS has become well versed in the goals and aspects of this initiative.

City of Pomona

Project Description:	Unarmed Standing Guard and Vehicle Patrol – City-wide
Address:	34 Parks, Events, Library, Homeless Shelter, Metrolink Station, Transit Center, Civic Center Plaza, Water District Sites
Project Managers:	Danny Whaley, Parks and Facilities Manager, City of Pomona, dannywhaley@pomona.ca.gov
Duration of Services:	April 2023 – March 2026
Frequency and Hours of Operation:	Our standing guards are located at multiple city facilities listed above. Some locations are only during operational hours, such as the library. Others have 24/7 guards. Vehicle patrol overnight is in effect at over 30 parks within the City limits.

American Global Security is proud to partner with the City of Pomona in their goal of returning the sense of safety and prosperity to their Downtown area. AGS has active standing guards at multiple sites, all of whom must be coordinated by our Operations Team and Dispatch Center. We have guards at several key infrastructure points, which are crucial to the effective operation of the City departments like Water and Power, Transportation, and others. Locking down a range of locations such as the Transit Center, Civic Center Plaza and Utilities Yard is what we specialize in at AGS. Our field teams are supported by a permanent, 24/7 supervisor who will assist with various issues or provide on the job training refreshers, or even lunch break relief. Our guards must be vigilant in monitoring a specific area and protecting personal/city property. Guards at the Transit Center use electric scooters to get around quickly and address various security threats. This mobility has been proven to act as an extra form of deterrence.

If the City of Carson does have any large scale or serious issues dealing with homeless individuals, AGS has a proven track record resolving exactly these kinds of issues. Here at Pomona, the Metrolink Stations/Transportation Hub had a huge homeless problem. Over the course of a few weeks, AGS guards and supervisors were able to work together to completely eliminate the majority of the issues being faced here. This was done so through Community Outreach and active cooperation with a local homeless shelter, direct cooperation with the City of Pomona Special Police Unit designed for homeless response, and through aggressive active patrolling in the area aimed at protecting all corners and hiding spots available throughout the Metrolink Station/Transportation Hub.

City of Fontana

Project Description:	Unarmed Standing Guard – Metrolink Stations and Library/Technology Center
Address:	16777 Orange Way, Fontana, CA 92335 - Metrolink Station, 84377Sierra Ave, Fontana, CA 92335 - Lewis Library and Technology Center
Project Managers:	Sid Lambert, Purchasing Supervisor, (909) 350-7678, slambert@fontana.org, Brian Binks, Fontana Police Department Captain
Duration of Services:	November 2022 – December 2025
Frequency and Hours of Operation:	Our standing guard is at the Public Library and Community Center during operational hours. Guard at the Metrolink Station during operational hours.

Within the City of Fontana, our guards are stationed at the Lewis Library and Technology Centre, as well as the main Metrolink station. We are responsible for the security of the buildings and surrounding areas. Our daily activity often has our guards dealing with members of the general public, homeless individuals, and addressing various situations that can arise with both groups. Guards submit daily reports through the use of electronic patrol equipment, help with end of day procedures at the Lewis Library, and generally patrol on foot all the service areas covered by our contract. They are responsible for the safety and security of all individuals using both facilities.

City of Camarillo

Project Description:	Unarmed Standing Guard – Public Library
Address:	4101 Las Posas Rd, Camarillo, CA 93010
Project Managers:	Janet Starr, Management Analyst, (805) 383-5677, jstarr@cityofcamarillo.org
Duration of Services:	July 1, 2021 – June 30, 2024
Frequency and Hours of Operation:	Our standing guard is at the Public Library 24/7. We have a guard at the main public library during operational hours, and provide random vehicle patrol stops overnight.

This Public Library account is a simple and small scale one, but exemplifies our attention to detail as a company, appreciation of all clients no matter how small, and ability to meet client expectations. Although the account is only one location, we treat it with the care and attention that any of our Premier accounts would receive. In this transition Period for this account, AGS was informed by the Library Project Manager that the security guard that had been working there for the past 10 years was an invaluable member of the staff and widely appreciated by everyone who visited the Library. AGS was able to retain this individual, after they passed our regular vetting process, and keep them on site during operational hours. This account has a focus on community interaction, and our time working there has led to the expansion of our Community Outreach Training Program as we learn how to assign the training module to security staff we have retained from the previous company.

C. WORK METHODOLOGY

Demonstrated understanding of requirements, responsiveness and ability to meet requirements of the City's Public Safety Department. Approach to work and resources available. Approach to the management and integration of all activities required in the scope of work. Overall quality of proposal.

At American Global Security, we have a comprehensive understanding of the City's requirements and are fully prepared to meet and exceed these expectations. Our approach to this project is grounded in responsiveness, precision, and efficiency, ensuring that all activities outlined in the scope of work are seamlessly managed and integrated. With a dedicated team of experienced personnel and cutting-edge resources, we are confident in our ability to deliver high-quality, reliable services that align with the City's safety goals. Our proposal reflects this commitment through detailed planning, robust resource allocation, and a clear strategy designed to ensure the highest standards of safety for your employees, visitors, and assets.

Building Security Services

AGS security guards, will be positioned mainly at the front entrance to a facility or building which they are guarding. The following locations within City of Carson will be under AGS protection: City Hall, Juanita Milender Community Center/Carson Event Center, two Corporate Yard locations, and adjacent park space. We prefer to have a designated location for our guards, such as a front desk or guard shack. From here our guards will check in site staff and guests, performing duties like assigning visitor IDs, checking bags, and assisting site staff with various approved tasks. One of their main duties will be regular patrols of their designated location. AGS guards are trained perform their patrols at least once per hour, unless bound to a specific post which requires them to remain in place. Our guards will monitor cameras and alarm systems from both their main position and also as they engage in foot patrols. Guards observe maintenance issues as they patrol, deter theft and unauthorized entry, and generally secure the premises. Guards working at the City parks will have more of a focus on foot patrol, while guards at the main City of Carson building locations such as City Hall will be limited in their foot patrol capacity. This is because parks have a wider are to patrol, and less main access points like the City of Carson buildings. AGS recommends the two (2) supervisors assigned to the project perform the majority of daytime foot patrols at City of Carson buildings, because this will leave our guards to focus on their primary duties at the main entrance. During non-operational hours, guards at fixed locations like City Hall will have less access control duties and will be freer to perform periodic foot patrols.

Our guards will either check-in and check-out with site staff to begin and end their shifts, or will be at their designated post on time and ready to work if no site staff is present. If AGS guards need to check out any master key which will be used in lock check and end of day duties, they should do so at the beginning of their shift. When they are leaving for/taking a break, staff will be notified. However, City of Carson staff should also familiarize themselves with guard schedules to avoid any confusion. If lunch breaks are not paid, the guard is legally allowed to leave the site for their allotted thirty (30) minute break. In this case, the Shift Supervisors or other patrol guards will cover their lunch break. AGS does expect guards to be contactable on their lunch shift in case of emergency or extenuating circumstances. We recognize that security concerns do not take a lunch break alongside our guards. AGS guards are also available to escort personnel and visitors as required.

Emergency Response

Calling 911 in a serious emergency is always the prerogative of an AGS security guard. Our guards are well informed on what their own duties and responsibilities are versus what they cannot do as private security guards. Use of Force Policy will be emphasized during training for the City of Carson field team, due to its stated importance as listed in the RFP for Professional Building Security Services. Medical emergencies usually fall outside of this jurisdiction, but our guards are trained in First Aid, CPR and AED which can give an injured or ill person care until EMS arrive. They are not medics, but it has been shown that citizens performing CPR more often would reduce the percent of fatalities due to cardiac arrest by a large amount.

Access Control

AGS Security guards assigned to the City of Carson will receive training on the various alarm systems and other systems used to monitor/control the flow of people in and out of the building to which they are assigned. This will include a range of software and hardware, and will be a training developed by our Operations Team, helped in part by the information given to use by the City of Carson personnel who use these systems every day. We always gain full understanding of these systems during our Transition Period and apply that knowledge to our first few training shifts.

AGS staff such as our Human Resources Manager focuses on matters of policy and protocol. She will cooperate with our Operations Team in developing post orders which will ensure compliance with all City of Carson security protocols. Our guards will be briefed regularly, through training refreshers conducted by supervisors. AGS guards will always know the particulars of access permissions for the various City properties, which includes particular lists of individuals who are banned from the sites and they should be vigilant of.

Additional Services

Security Assessments will be conducted by our Regional VP and other executive team members such as our Local Operations Manager. This is a standard part of our Risk Assessment phase at AGS, so the fact that City of Carson is requesting this is an excellent sign as to the level of awareness of various security threats. There is often room for security improvements, even at the most well protected locations. Our Risk Assessment of the various City of Carson buildings will include: Assessing weak spots or blind spots in the perimeter, determining if shift coverage will be appropriate throughout the day, and deciding how much support each location will need from the two dedicated supervisors. All the information collected will be compiled into an easy-to-read report, which will include recommendation, then distributed accordingly to the various City of Carson project managers.

Daily and Security Incident reports will be provided in order to monitor security staff long term, as well as monitor the condition of the property itself. American Global Security has an automated, technological and eco-friendly reporting system by which smartphones equipped with special logs and reporting software will be provided to our guards. Through this software, detailed and concise reports will be prepared and submitted. We provide our security officers with smartphones and tablets with quick and simple drop-down reporting menus and software to streamline the reporting, maximizing on-site visibility and considerably reducing unnecessary usage of documents. Reports are submitted in Word format, via email, and must comply with

AGS and client standards. Reports can also be accessed directly, along with other useful data on incident trends and hot spots, through the client portal.

There are three levels within our AGSTrac® reporting system:

Level 3: Normal Activity – This is normal activity expected to occur and does not require notification to our management staff or site staff (unless desired). Level 1 events are still recorded in our system.

Level 2: Unusual Activity - This will be activity that is outside of normal expectations and requires notification of our lower-level supervision. During the Transition Period, we will identify the City of Carson's Project Manager and any site staff who will want to receive Level 2 entries.

Level 1: Critical Activity - This will be urgent activity and of an emergency nature. This will automatically be sent to American Global Security's management team and the City of Carson's Project Manager and designated staff who are set to receive these alerts. The online reporting software is another tool we use to manage our services and bring transparency to our operations.

All AGS guards will undergo thorough training to ensure they are fully proficient in using our reporting software. This will enable the City of Carson Project Manager to closely monitor the activity of each individual guard if desired or needed. Our guards will report on any unusual findings, as well as normally checking in when they are going about business as usual. We supply QR code stickers along their patrol route, at intervals and locations within the service area. AGS guards will scan the codes to verify patrols at specific times. Patrol routes can either be at set times or be randomized, but will always pass-through critical areas and will be thorough.

For this project, our ***Local Operations Manager*** will be responsible for monitoring and coordinating employee schedules. To perform this task, he uses the TeamXpress® scheduling application which shows all job sites currently under our security protection and includes information on the guards posted there, exact shift hours, shift changes, shift overlaps, and shift openings. This software is effective because of the companion app which all of our employees use to clock in and out and take breaks. It uses a precise geofencing system to ensure that the employee is within a 100-meter radius of their dedicated job site, only then allowing them to start their shift. Our guards will receive one reminder letter after dereliction of duty, continued tardiness or leaving early, followed by termination. The application also acts as an internal control measure for payment discrepancies and a way to provide timely invoices. We generate our invoices directly from the exact hours logged by each guard in TeamXpress®. This data is then inputted into QuickBooks by our Billing Department to generate invoices. Our CFO reviews guard hours worked and reviews all pay stubs. She confirms each guard is being paid the appropriate wage, and works with our Vice President to stay current with minimum wage requirements and Living Wage requirements based on region. Wages are paid promptly, despite invoices often being paid variably by clients. Our CFO works with our Vice President and Accounts Managers to plan yearly increases to wages for guards. AGS keeps up to date with both State and Federal labor requirements through the efforts of our HR department.

Training and Development

American Global Security, Inc. Training Programs are tailored to the project which security guards are assigned, in this case multi-site municipality coverage for City of Carson. Our training ensures that our guards have a comprehensive understanding of the duties of their site and patrol routes, schedule, potential risks and threats, as well as their obligations to the public. Our guards will be adequately prepared by the standard training regimen to receive their guard card from the BSIS, combined with several supplementary training programs provided by AGS. Primary Training Programs will always include: (i) ***an initial in-office session, with an approximate duration of eight (8) hours,*** to instruct the security guards screened and selected for the assignment on the site's operations and post orders, security work plans and strategies, review the specific requirements of the City of Carson project, and instruct them in our tailored programs. This is followed by (ii) ***an on-the-job-site session lasting their entire first shift***.

Our Training Modules will include those intended to improve our guards' preparation and education, such as Standard Security and Emergency Procedures, Hostage Preparedness, Observation Skills & Reporting, and Crowd Control. We also offer access to several third-party training modules which are optional but encouraged, as they can lead to a guard's assignment to a more high-profile post. These third-party programs include: Pr-24 Baton Certification, Pepper Spray Deployment Training, a refresher First Aid & CPR Course, among others. Our guards are also trained on the American Disabilities Act.

For the City of Carson security services project specifically, we will train (or deploy previously trained) guards who will be familiar with the following programs: Observation Skills & Maintenance Reporting, Community Outreach, Standard Security and Emergency Response procedures, Legal Authority Training, Powers of Arrest, Use of Force During Arrest, Patrol Procedures, and Traffic Control/Parking Lot Security.

AGS Mandatory 8 Hour Training Day

Observation & Documentation (Report Writing)

Overview of how to use AGSTrac via their cellphones or tablets to write reports. How to use body cameras This training also goes over what is documented in a report; maintenance issues, damaged or stolen property, and suspicious activity.

Principles of Communication

Overview of protocols pursuant to contract & communication through radios, monitors, and other technology. Provides information for communication to First Responders, law enforcement, and Government Services.

Standard Security and Emergency Response

Training regards cooperating with Local Police and Emergency Responders. Also includes building/facility evacuations, as well as earthquake/natural disaster preparedness and response. Medical Emergencies are covered separately.

Terrorism/Bomb Threat Response Training

Training for this type of event often comes down to re-enforcing notions of vigilance. Looking for people, cars, or packages that are suspicious. We also tie this into emergency response procedures. Evacuation techniques for specific emergencies.

Patrol Procedures

Covers one of the primary roles of a security officer; foot and vehicle patrol. This training coves how to stay safe on patrol, how to be thorough, how to use the various tools and equipment at your disposal to properly protect a job site.

Sexual Harassment Training

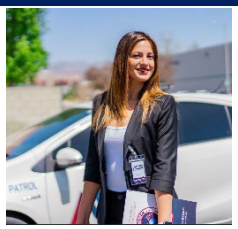
This training covers our guard's interactions with each other, and members of staff and the public working on site. Excessive fraternization is explicitly prohibited, and overly familiar gestures are also discouraged. Clear lines are drawn between professional courtesy and crossing personal boundaries.

Liability, Legal Aspects, Powers of Arrest

Overview of the legal role and powers of a security guard, BSIS codes and regulations, and criminal, civil and administrative aspects. Covers powers of arrest, as well of use of force during an arrest.

Community Outreach Training

Customer Service
This course encompasses our security personnel interactions with general members of the public and also with transients, as these are the two main groups our guards interact with.



How to Deal with Members of the Public
Guards will learn how to approach members of the public in the execution of their daily duties, how to greet them and how to be kind yet firm when granting them access to a job site.

Information Dissemination
This section of the course covers local information which could be pertinent to the job site, or just nearby landmarks and attractions which could be inquired about in passing. Guards will become just as familiar with the area as those who have lived there for years.

How to Deal Effectively with Transients
Covers situations involving homeless individuals, ranging from non-confrontational to more aggressive. Guards also learn the benefit of connecting transients with local resources like shelters and homeless resource centers. They learn how to coordinate with our mobile supervisors to arrange for pick ups and drop offs at these resource locations.

De-escalation tactics
Non-violent de-escalation tactics is the focal point of this training section. For more self-defense oriented, practical training we can send our guards to our supplemental training ground in Santa Clarita.

Site Evolution
As state laws, local emergencies, and site needs change overtime, our guards must also learn how to adapt their approach to changing site needs. We use the Covid pandemic as an example of how things can change for our field teams.

COURSE:

Crowd Control/ Access Control

Time: 1.5 Hours

Crowd Control training is for our events staff or those stationed in high traffic areas. Knowing how to respond to a crowd of people at varying levels of energy and purpose is very important. Guards learn techniques for how to guide groups of people, separate individuals who are causing a disturbance, and spot people who may be looking to cause trouble.

They also learn the following through the access control portion:

- How to check guests and employees in at the entrance to a building
- How to patrol various access points
- How to unlock the doors at the beginning of the operational hours of a site
- How to lock all doors, windows, and gates at the end of the day

COURSE:

Equipment Training

Time: 1 Hour

Officers will be required to undergo in-house training on the following pieces of equipment:

- Pepper Spray
- Baton
- Firearm
- Handcuffs
- Road Flares and Traffic Cones
- Covid-19 Testing Kit
- Metal Detector Wands
- Vehicle Fire Extinguisher

This is sperate from the certification for these items and is purely for our own protocol

COURSE:

Post Orders & Assignments

Time: 30 mins

Overview of the Post Orders for a given job site. These duties might range from patrol to weapon screening. Our Training unit will review all of them. This training is coordinated with client's project manager.

Additional Security Training

At **American Global Security**, we believe that security goes further than staffing and basic training. Our training department is responsible for conducting research and compiling information for the development of most effective post-orders and training tailored for each site. Below, additional training modules have been selected and will be implemented through the use of third-party programs which AGS has modified for our firm's own uses.



COURSE:

Active Shooter Training

Hours: 30 (mins.)

Essential Information:

- Status of crisis site (secure or unsecure)
- Status of law enforcement personnel (number injured, killed, or wounded
- Status of criminal or terrorist subjects (killed, wounded, or captured)
- Status of other occupants (killed, wounded, or in custody)
- Current actions in progress
- Location, description, and status of any IEDs
- Follow-up needs such as EOD, EMS, or others

As a first responder, AGS guards will be responsible for rapid deployment of subsequent responders to the crisis site. In all training it will be reinforced that their role is communication and evacuation assistance.

Evacuation:

Planning, maintaining situational awareness (number and location of shooters, victims, etc.), what to do when trapped, and how to respond to arriving law enforcement. Evacuation is only possible once the threat is secure and movement is considered safe.

COURSE:

OSHA Fire Safety Program

Hours: 3

Courses provided by the Occupational Safety and Health Administration (OSHA):

- OSHA Fire Safety Training Course (3 hrs.)
- Overview of the types, causes, and prevention methods of workplace fires
- Evacuation measures to be taken
- Fire extinguisher effective deployment

COURSE:

Traffic Control and Parking Lot Safety

Hours: 1

This course is an introduction to the basic principles of work zone traffic control. The course instructs guards on the fundamentals of traffic controls as set forth in accordance the current California Manual of Traffic Controls (MTC) recorded to in the CA Vehicle Code, Section 21400.

This 1-hour course provides the guard with the practical knowledge that they need to properly maintain a work zone traffic control system. Safety is a point of emphasis. There is a short quiz at the end to confirm the participant's understanding.

COURSE:

First Aid/CPR, AED Training

Hours: 1

Training developed by a third-party First Aid certification source, which allows us to repurpose their program for our own devices. The process allows our Recruitment Manager to hold a simplified version. We have supplemental tactical response objects in the office by which to conduct the training. This includes a dummy upon which to practice CPR as well as a model WED device to practice with. The guard participating in this training walk away knowing how to perform potentially lifesaving actions on someone having a medical emergency. ***Responses to drug overdoses and the correct way to administer them are also covered.***

COURSE:

Firearms Training

Hours: 20-40

Training varies by state regulation, but generally ranges from 20-40 hours, covering these or similar topics:

- Use of firearms
- Ethical and moral consideration
- liability
- use of deadly force
- search and seizure procedures while armed
- safety and maintenance
- qualifications (range days, qualification courses)
- Written examination to confirm previous knowledge

COURSE:

Bomb Threat Response

Hours: 1

If a bomb threat is called in by phone or through other means, the recipient should remain calm and gather information, then write it down.

These are the key pieces of information to gather:

- Time the device will go off
- Location of the device
- Type of device and description
- Reason for setting the device

Notify authorities immediately and any other important site staff such as a manager or admin. If a suspicious package is received or found, the guard will notify the appropriate Police Department. If evacuation procedures are initiated, follow standard protocol.

COURSE:

Chemical Response Procedure

Hours: 1

Chemical spills, or those of other hazardous materials can occur and can result in dangerous fumes being released. Guards should look for signs such as dizziness, fatigue, or nausea by multiple people in the same area. Guards should not attempt to investigate the potential area of exposure.

Guards should contain the affected area and take the following measures:

- Do not assume gases or vapors are harmless
- Do not walk through area of spilled materials
- Remain at a safe distance
- Remain alert for possible fires
- Notify all supervisors immediately

COURSE:

Customer Relations Training

Hours: 30

Our Customer Service Training has been developed by our Training Unit based on years of field experience and instructional experience. Training topics include:

- Responding to complaints and diffusing altercations
- Being attentive and not checking phones or chatting with people
- Helping unattended children return to their chaperone
- How to practice patience, understanding, and communication

Training Unit – Meet the Team!



Sam Miller -
Training Supervisor

With AGS for 2+ Years

- 5 Years of experience in the private security field.
- Former Training Supervisor at Fortune 500 company
- Conducts research to maintain up-to-date training & best practice in terms of site standards like those at school campuses
- Oversees & manages training compliance of officers throughout CA



Nick Malakzai –
Recruitment Manager

With AGS for 6+ Years

- 8 years of experience in the private security field.
- Has recruited over 600 guards for our firm
- Works directly with several organizations which offers us a steady stream of qualified candidates
- Works with State Department to provide jobs to immigrants that have come to the US as part of work programs



Arvin Sevghedi – Local
Operations Manager

With AGS for 4+ years

- 7 years of experience in the security field.
- Retired Army Veteran.
- Provides in-office training, but focuses on field training.
- Specializes in emergency procedure & de-escalation training



In House Training

We offer a number of training courses and certifications directly through our own Training Team. These courses are available for sign up through our website, and are done either at our Corporate Headquarters in Chatsworth or our Regional Branch Office in Sacramento. Our Training Supervisor is constantly assessing the evolving industry and state standards to keep our in-house training current and effective.

ONLINE SECURITY GUARD TRAINING COURSES

SEE ALL COURSES

$145	$199	$250	$40
8-HR GUARD CARD TRAINING	32-HR CONTINUING SECURITY EDUCATION	COMPLETE 40HR GUARD CARD COURSE	CHEMICAL AGENTS DEFENSIVE SPRAY
LEARN MORE >	LEARN MORE >	LEARN MORE >	LEARN MORE >

Management Training

American Global Security believes in setting up not just our guards for success, but also our management personnel. As we grow and expand this level of staff, we have come to rely on continued and effective training at a higher level.

Supervisor Training

This training prepares Post Commanders and Site Supervisors for their roles in leading a field team of AGS personnel. Those who are newly promoted to this level have found the training even more helpful, but we believe that veteran team members can also benefit from refresher courses. Our training topics include the following:

- Introduction to Your Role as a Supervisor
- How to Train Your Guards
- How to Write Your Reports
- How to Process Client and Guard Feedback
- How to Discipline Your Field Team

Management Training

Management training programs are reserved for our Regional Field Supervisors, and Office personnel who will be in direct contact with clients and other staff, such as our Accounts Managers, Training Supervisors, and Client Relations Experts. The training topics for this level include the following:

- American Global Security Training Overview
- How to Hire/Screen the Right Guard for the Right Site
- Retention Program
- Benefits, HR, Office Culture
- Payroll and Your Role in Best Practices
- Customer Service/Client Relations
- Interpersonal Relations/Counseling
- Leadership Training
- How to Discipline those Working Underneath You

On-Site Learning

AGS training is done in person, when possible, through the use of our Corporate Office Shared Resource Space. We also rely on an offsite training ground for our armed guards, and other practical certifications which require tactile experiences. AGS employes over 10 certified instructors throughout California, who all have either military or law enforcement backgrounds. Many courses are mandatory before assignment, and are refreshed over time or as site expectations evolve. The following outlines some of the different training tools in our arsenal:

- *Training Supervisors:* Training Supervisors are chosen as instructors specifically because of

their experience. Their in-person classes are invaluable sources of shared learned, and real time Q&A interactions.

- *Online Courses:* American Global Security gives our guards and staff alternate access to training through online modules which include videos, webinars, virtual classes, and assessments.
- *Refresher Courses:* BSIS offers annual refresher courses which AGS will cover the cost of. We do this so that our personnel maintain a certain standard and to reduce any financial strain.
- *Field Training:* Supervisors oversee the first shift of any new project, which is designated as a training shift. This lets us be hands on even as the project is beginning before turning over more responsibility to our guards/field teams.
- *AGS Training Facility:* Our off-site training facility in Santa Clarita gives us a dynamic area where guards can apply their knowledge on practical, real-world applications such as the shooting range, test dummies for martial arts defense training and baton use, and other such physical scenarios which can be prepared for.

Records for all training that is scheduled, in progress, and completed is kept through a combined effort of our Training Supervisors and Human Resources Departments. Managers and Supervisors are frequently required to update their own training, as well as keep track of the training for anyone serving under them in the chain of command.



Annual Training Plan

At American Global Security, we understand that training isn't merely relegated to the Transition Period of a contract and we know the importance of continued training and refresher courses for guards' that need them. We also seek to improve the education and knowledge of guards that prove themselves in the field; individuals whom we would like to work with again in the future. ***We pay for our officers to take the standard BSIS Annual Refresher Course every 6-8 months. (A $250 value covered by AGS). The course reviews observation and report documentation, arrests and other legal powers, search and seizure, as well as terrorism and emergency situations.***



AMERICAN GLOBAL SECURITY, INC.

CERTIFICATE OF TRAINING

John Stieger

Has successfully completed the Online course of "California" 4-hrs for Weapons of Mass Destruction

Four hours of security officer training credit is hereby granted to the above referenced security received on 01/03/2022 from AGS HQ office –Los Angeles, CA.

This course was presented in compliance with Bureau of Security and Investigation Service Guidelines, the Bureau, and Professions code, sections 7583.6 and the California Code of Regulations, title 16, Division 7 and article, section 643.Complies with Department of Consumer Affairs Skills Training Course for Security Guards

CERTIFICATE NUMBER: 00384
LN: PPO 120021

Abdul Wali Wardak
Trainer
9420 CA-27 Ste 203, Chatsworth, CA 91311
www.AmericanGlobalSecurity.com

Additionally, all officers assigned to a specific post are put on an Annual Training Plan in connection with that site. This plan is established by our operations team, and enacted by our most senior members of the training unit. AGS has found great success in keeping guard post-order knowledge current with this Training Plan, which gives clients room to expand our services or pursue new options.

Some of the examples of this Annual Training Plan include our own California state government approved "Weapon of Mass Destruction Response Training", "Powers to Arrest Training" and the official BSIS training for security guards working on school campuses. The trainings are conducted locally or online by a certified individual that is part of our training unit and has had many years of experience working as and with security personnel.



AMERICAN GLOBAL SECURITY, INC.

CERTIFICATE OF TRAINING

Benjamin Osman

Has successfully completed the Online course of "California" 4-hrs for power to Arrest

Four hours of security officer training credit is hereby granted to the above referenced security received on01/03/2022 from AGS HQ office – Los Angeles, CA.

This course was presented in compliance with Bureau of Security and Investigation Service Guidelines, the Bureau, and Professions code, sections 7583.6 and the California Code of Regulations, title 16, Division 7 and article, section 643.Complies with Department of Consumer Affairs Skills Training Course for Security Guards

CERTIFICATE NUMBER: 00385
LN: PPO 120021

Nick Malakzai
Trainer
9420 CA-27 Ste 203, Chatsworth, CA 91311
www.AmericanGlobalSecurity.com

Dedicated Supervisors

Two dedicated Supervisor level staff will be assigned to the City of Carson properties which will provide a strong extra layer of support and supervision. AGS Supervisors are highly trained and experienced, and individuals whom our organization has worked with in the past.

The supervisory duties for this role are extensive, and will be one of the primary ways AGS practices quality control on our guards in the field. Supervisors will be mobile through the use of branded patrol vehicles, and will be attending to the standing guards at the various sites attached to the contract as a means of support. AGS Supervisors will cover the regular guards' lunch breaks or perform supplemental foot patrol at their site, and will also be administering documented performance reviews during their facility check-ins to ensure the City is receiving service that exceeds their expectations. These performance reviews are viewable through the Client Portal, accessible by designated City of Carson team members. Another unique duty of the Supervisors will be responding to emergency situations or events that our Dispatch receive calls about. Because emergencies can arise when on-site guards are occupied with other responsibilities or when a situation requires additional support, our dedicated Managers and Supervisors are an excellent resource to respond swiftly and provide essential backup. Supervisors are in near constant communication with our 24/7 Dispatch Center, so re-directing them to alarm or emergency situations will be done quickly and effectively.

Event/Emergency Security Coverage

During our transition, we train a small selection of "backup guards." These guards are called in for coverage on both planned (vacations) and unplanned (emergencies) shift coverages. AGS plans to maintain a minimum of two-three (2-3) "backup guards" for City of Carson and assign them to other nearby projects or our patrol division.

In the event of a natural or man-made disaster which impacts the South Bay area or any facility within City of Carson jurisdiction, our security firm will be able to participate in our usual security services at disaster response locations. Due to the spread-out nature of AGS operations throughout California, we have multiple regional offices across the state. These offices are self-sufficient, and can operate independently for a prolonged amount of time. This means that in the event of a disaster which is localized to a specific County or region of California, one or several Hub Offices can shift focus to prioritize that emergency/disaster response.

To request Special Assignment coverage, the City of Carson representative should contact the AGS Accounts Manager via phone or email. Including our Dispatch Team in the email will expedite response time and ensure clear communication. Please specify the type and number of guards required, along with the location and reason for deployment. Requests made with less than twenty-four (24) hour notice may result in guards being deployed who are trained by our Event Security Division and not fully familiar with that site.

Mobilization and Deployment of Personnel and Equipment

Our Mobilization and Deployment of Security Personnel and Equipment Plan ensures: (i) a rapid and effective deployment of our security guards to the project location(s) and; (ii) resourcefulness, meaning that any equipment that needs replacing will be done so promptly, upon request of our security guards, regional field supervisors, or client staff.

Our Southern CA Corporate HQ has ten (10) Dispatchers standing by 24/7 for customer service inquiries. They are also available to send daily and security incident reports or security analytics. Dispatchers are also trained on how to assist our guards in the field who are working graveyard shifts, and can requisition new uniforms and equipment during overnight hours. They are part of the continued AGS effort to keep communication channels open at all times.

Regional Hub offices are open during daytime hours. AGS uses these physical locations to focus on things like training, equipment assignment, storing, and replacement, in addition to vehicle assignment and repair scheduling. They are an essential tool at speeding up deployment and personnel replacement times for projects due to their proximity.

In the case of the contract with City of Carson, much of the physical aspects to our security program will be handled by our Regional Hub Office in Southern Los Angeles, such as vehicle deployment and guard assignment. The management aspects will be handled by our Southern CA Corporate HQ in Chatsworth, which will provide things like employee schedules and Post Orders. This level of hub office proximity and resource support from our corporate office will ensure a successful operational quality no matter where or when guards are needed, be that scheduled or upon request. Transport to and from the job-sites will be handled by the personal transportation means of our guards for standing guard roles. Patrol vehicles will be dispatched from our Hub Office in Southern Los Angeles and stored there when not in use by supervisors or patrol guards.

Timeliness and Coverage

Localized assignment and recruitment to the City of Carson will be pursued, to ensure that guards will have limited travel distance from their home and will arrive on time. Timeliness is enforced by both our 24/7 Dispatch Center and our time-card tracking process. All American Global Security guards, without exception, are required to report any condition that would make them unfit to stand ready for service within a reasonable period of time. Multiple guards and supervisors being attached to this project give us high levels of coverage for our four (4) static security posts.

If a static post is unexpectedly empty, a supervisor will be instructed to man that post for the remainder of the shift. If a more permanent replacement is required, the AGS Operations Team will begin the process of reviewing eligible guards and applicants to find a suitable, long-term replacement. This replacement process can take up to forty-eight (48) hours. **However, our Security Shift Supervisors will be on-site within one (1) hour to cover unexpected outages and last-minute city requests.** As a precaution, and due to the complexity of the City of Carson scope of work, AGS will train at least two-three (2-3) back up guards for this project. They will be assigned to our Southern CA Patrol Division to make for easier coverage opportunities. When an AGS guard is going to be late for or miss their shift, they must contact our 24/7 Dispatch Center at least three (3) hours in advance to alert them of the issue. A Security Supervisor attached to the project will cover their position until they arrive, or potentially

be directed to take over their shift for the day depending on the length of time our assigned guard will miss. Incidents like this, although rare, are recorded and tallied, with repeat infractions leading to progressively more and more serious consequences through our Internal Review system.

If a guard missed their on-site clock in without providing any communication, our 24/7 Dispatch Center will be notified through ***AGSTrac®*** and our Operations Team will be notified through ***TeamXpress®***. Dispatch will contact the guard to inquire about their status. Late clock-ins allow for a two (2) minute window of error. Late guards will result in Dispatch contacting an appropriate Field Supervisor to relieve the position. While late or no-show guards are rare, rest assured that we have a reliable system in place to swiftly address and resolve these situations, ensuring continuous coverage and peace of mind.

Lunch Breaks

American Global Security offers our personnel paid lunch breaks to ensure our personnel can rest and recharge during their shifts, helping them stay alert and focused. However, we understand that some client situations cannot accommodate this practice. In these situations, AGS will redirect one of our ***Security Shift Supervisors*** to cover the lunch break and man a post while the current guard is on break. If the guard is allowed to remain on site and take their break, we can rely on the coverage of another guard there and stagger their lunches, or use a field supervisor once again to provide short term coverage.

Project Controls/Data Monitoring

We have several levels of project controls to ensure that we control costs, stay within budget, monitor schedules, and keep guard accountability high. On the ground level, both our Site Security Manager and Security Shift Supervisors will keep our guards accountable through regular scheduled and unscheduled check-ins. Check-ins come with a manual review process, the results of which are recorded and documented These check-ins result in the positive reinforcement of duties performed well, and can also result in a scheduled field training review, in-office training refresher for more serious mistakes or grievances, or employee reprimand or dismissal if the mistakes are repeated (or upon request). For the project with City of Carson, having our Supervisors and Manager visit the sites throughout the day will ensure we are delivering and maintaining a level of service that exceeds expectations.

GPS Tracking

An additional feature of our project controls at AGS is the use of GPS tracking for our patrol vehicles, which allows for real-time monitoring, ensuring efficient route management, accountability, and enhanced safety for both our guards and the sites they protect. Dispatch has a record of where all patrol vehicles are currently at, how fast they are going, and who is driving them. They receive a notification when the vehicles are traveling at unsafe speeds. We can do the same for our golf carts and even electric scooters. Reserved for our patrol vehicles are our Samsara® two-way dashcams, which are an effective way to both monitor guards while patrolling and ensure insurance claims are met after traffic accidents. All this data will also be visible to the City of Carson Project Manager through the AGSTrac® client portal.

Feature Overview

While using any Android or Apple device, Officers in the field can:



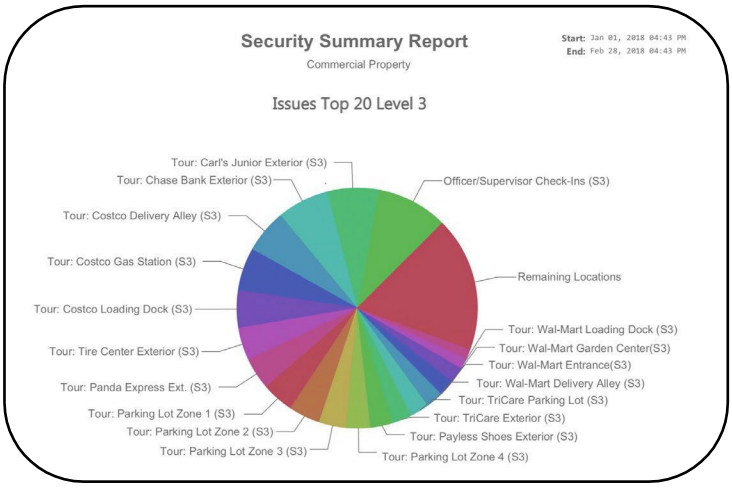
American Global Security, Inc. Reporting Process

How We Report

We use smartphones and tablets with quick and simple drop-down reporting menus to streamline the reporting, maximize on site visibility, and reduce your risk and liability.

Instead of traditional hand written DARs our officers are provided varied reporting options that enable them to report easily throughout their shift.





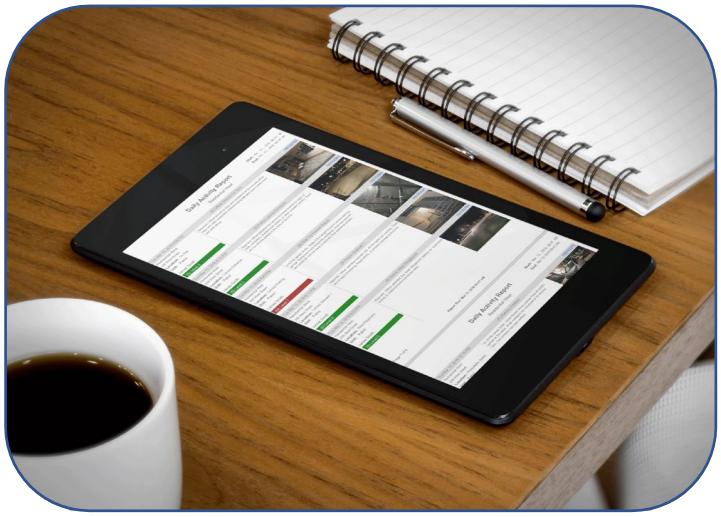
Customized For You

Our daily and monthly reports can be *completely* customized and worded for City of Carson and specific property.

All issues are prioritized based on the scope of service at each property and according to your needs.

Real-Time Incident Notifications

At your choosing any issues or incidents reported can trigger a notification to the necessary parties (i.e. managers, maintenance supervisors or teams, and issue specific vendors).



Guard Tour Checkpoints

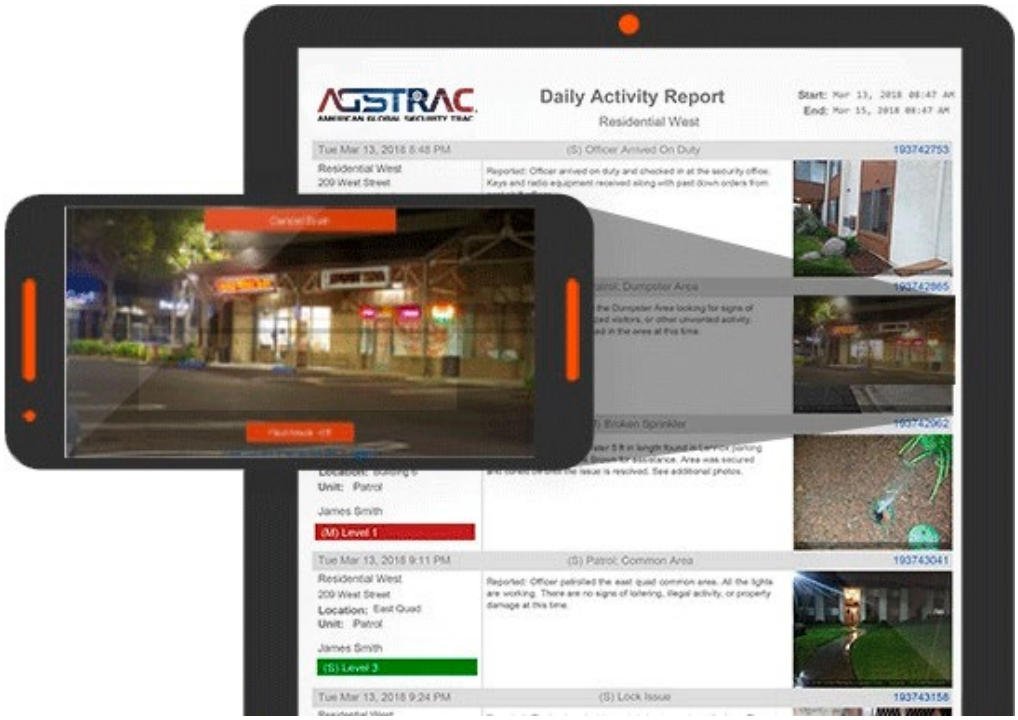
When a checkpoint is scanned 4 things happen:

1. Instructions are shown to the officer specific to that location.
2. A pre-written note in risk and liability terms is entered into all reports including the Daily Activity Report (DAR).
3. A GPS pinpoint is taken to track the officer's location at the time of the scan.
4. The officer is required to include a photo with the checkpoint to verify their location (optional).



City of Carson Live Dashboard

The issue monitor is the hub of all the activity reported through our software. Everything that is reported including incidents, checkpoints, tasks, and dispatched issues will be tracked in the issue monitor and accessible to the City of Carson.





City of Carson Portal Features

At AGS, our goal is to establish and secure a positive working relationship with all our clients. We are pleased to provide our Premier Account Clients, which includes all public agencies, with an account specific portal which allows us to enhance communication, knowledge-sharing and reporting specific to your account. In addition, the information provided through this automated Client Portal allows increased levels of transparency and accountability and overtime has increased our service quality.

Through our client and account specific portals, AGS clients can do the following:

Features	Benefits
View current and past invoices and supporting documentation for the past 18 months	• Provides a repository for invoice reconciliation • Reduces billing turnaround time
Print or export invoices in a variety of formats	• Export financial information for reports, projects, visuals, and easy sharing • Maintain paper copies
Submit paperless requests for additional work (i.e., events or as-needed services)	• Eliminates manual processes • Convenient and easy-to-use • Reduced response time
Receive request confirmations and view status of requests	• Reassures customers in real-time that requests are being addressed
View Employee Turnover Reports	• Review employee turnover by job • Increase knowledge-sharing

View Employee Roster Reports	• Understands exactly who is working your site(s)
View Compliance Reports	• Increases accountability that every employee meets the job site requirements
View Employee Inspections	• Increases quality of service • Provides accountability • Decreases paper and processing time • Automates inspection process • Photos add verification and clarity • Be notified when inspections have been completed
View results and deficiencies	• Decreases response time on deficiencies • Results display quality goals (see our Quality Control section for more details)
View scheduled work at job sites	• Stay informed on work performed at job sites • Ensures accountability
View messages, events, links, images, and documents	• Receive a job-specific or global information • Improve communication lines

Daily Activity Report

AGSTRAC AMERICAN GLOBAL SECURITY TRAC

Start: Mar 13, 2018 08:47 AM
End: Mar 15, 2018 08:47 AM

Tue Mar 13, 2018 12:08 PM	(S) Officer Arrived On Duty	193742753
Commercial Property 5412 Beach Boulevard **Location:** On Site **Unit:** Patrol Makena Anderson (S) Level 3	Reported: Officer arrived on duty and checked in at the property security office. Keys and radio equipment received along with past down orders from past shift officer. Radio and equipment were found fully charged and available for my daily activity shift report.	
Tue Mar 13, 2018 12:10 PM	(S) Patrol Parking Lot East	193742865
Commercial Property 5412 Beach Boulevard **Location:** East Parking Lot **Unit:** Patrol Makena Anderson (S) Level 3	Reported: Officer patrolled the East parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.	
Tue Mar 13, 2018 12:11 PM	(M) Slip/Trip Hazard Report	193742962
Commercial Property 5412 Beach Boulevard **Location:** Parking Garage **Unit:** Patrol Makena Anderson (M) Level 1	12:40 PM Makena Anderson - Water 5 ft in length found in Center of parking garage. Contacted maintenance team Frank Brown for assistance. Area was secured and coned off for safety and liability. See Attached Photo.	
Tue Mar 13, 2018 12:11 PM	(S) Patrol Parking Lot South	193743041
Commercial Property 5412 Beach Boulevard **Location:** South Parking Lot **Unit:** Patrol Makena Anderson (S) Level 3	Reported: Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.	
Tue Mar 13, 2018 12:13 PM	(S) Patrol Parking Lot West	193743158
Commercial Property 5412 Beach Boulevard **Location:** West Parking Lot **Unit:** Patrol Makena Anderson (S) Level 3	Reported: Officer patrolled the West parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.	

Report Run: Mar 15, 2018 08:47 AM

Daily Activity Report

AGSTRAC
AMERICAN GLOBAL SECURITY TRAC

Start: Mar 13, 2018 08:47 AM
End: Mar 15, 2018 08:47 AM

Tue Mar 13, 2018 12:14 PM	(S) Patrol Loading Dock Area	193743275

Commercial Property
5412 Beach Boulevard
Location: Loading Dock
Unit: Patrol

Makena Anderson
(S) Level 3

Reported: Officer patrolled the loading dock and and checked the commercial vehicles parked at the ramp location. No safety or storage items found at the loading dock area. No vehicles obstructing truck access, or unauthorized trespassing.



Tue Mar 13, 2018 12:15 PM	(S) Patrol Disposal Area	193743391

Commercial Property
5412 Beach Boulevard
Location: Disposal Area
Unit: Patrol

Makena Anderson
(S) Level 3

Reported: Checked disposal areas and loading dock area for any signs of illegal dumping or overflow concerns. Illegal dumping or overflow concerns will be reported to security supervisor immediately.



Tue Mar 13, 2018 12:17 PM	(S) Property Damage Report	193743569

Commercial Property
5412 Beach Boulevard
Location: Perimeter
Unit: Patrol

Makena Anderson
(S) Level 2

1:47 PM Makena Anderson - Southern counties driver MH - 52 Salvador Santos License Plate 9F09542. Large Ford Semi Truck (White) trailer caused property damage to median and landscape. Located at main entrance off of Carson St. Contacted property maintenance team for clean up and evaluation of damage. Property manager notified at 1:50 PM.



Tue Mar 13, 2018 12:17 PM	(S) Patrol Merchant Store	193743644

Commercial Property
5412 Beach Boulevard
Location: Five Below
Unit: Patrol

Makena Anderson
(S) Level 3

Reported: Officer conducted a walk through the front area of the tenant spaces and merchant stores. No obstructions or persons loitering during the inspection tour. No visible signs of property damage or vandalism.



Tue Mar 13, 2018 12:19 PM	(S) Lighting Inspection	193743802

Commercial Property
5412 Beach Boulevard
Location: On Site
Unit: Patrol

Makena Anderson
(S) Level 2

Reported: Officer conducted a lighting inspection at the storefronts and the parking lot area to make sure lighting is in good condition and working properly. No visible signs of light damage or vandalism during this inspection.



Daily Activity Report (Compact)

Start: Mar 12, 2018 11:18 AM
End: Mar 14, 2018 11:18 AM

AGSTRAC
AMERICAN GLOBAL SECURITY TRAC

Commercial Property - 5412 West Boulevard

Created Date	Issue Details
Mar 13, 2018 12:08 PM **193742753 (S3)**	Jeff Anderson - (S) Officer Arrived On Duty Officer arrived on duty and checked in at the property security office. Keys and radio equipment received along with past down orders from past shift officer. Radio and equipment were found fully charged and available for my daily activity shift report. Book
Mar 13, 2018 12:10 PM **193742865 (S3)**	Jeff Anderson - (S) Patrol Parking Lot East - Officer patrolled the East parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area. Book
Mar 13, 2018 12:11 PM **193742962 (S3)**	Jeff Anderson - (S) Patrol Parking Lot North - Officer patrolled the North parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area. Book
Mar 13, 2018 12:11 PM **193743041 (S2)**	Jeff Anderson - (S) Positive Contact - Starbucks NOTE: Contacted Chris Smith, store manager of Starbucks coffee. No problems to report inside the store and patio area outside. See attached photo.
Mar 13, 2018 12:13 PM **193743158 (S3)**	Jeff Anderson - (S) Patrol Parking Lot West - Officer patrolled the West parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.
Mar 13, 2018 12:14 PM **193743275 (S3)**	Jeff Anderson - (S) Patrol Loading Dock Area - Officer patrolled the loading dock and and checked the commercial vehicles parked at the ramp location. No safety or storage items found at the loading dock area. No vehicles obstructing truck access, or unauthorized trespassing.
Mar 13, 2018 12:15 PM **193743391 (S1)**	Jeff Anderson - (S) Vandalism (Graffiti) Disposal Area NOTE: Graffiti located in the rear property near the loading zone area. The large cardboard trash compactor was damaged using black spray cans found at this location. Maintenance report submitted to area supervisor and property management team.
Mar 13, 2018 12:17 PM **193743569 (S3)**	Jeff Anderson - (S) Patrol Outside Perimeter Conducted a physical exterior inspection of the outside perimeter area. Checked the fences, walls, and barrier locations for any signs of obstruction or debris in pathways. No unusual activity or vandalism to report at this time.
Mar 13, 2018 12:17 PM **193743644 (S3)**	Jeff Anderson - (S) Patrol Merchant Store Front - Officer conducted a walk through the front area of the tenant spaces and merchant stores. No obstructions or persons loitering during the inspection tour. No visible signs of property damage or vandalism.
Mar 13, 2018 12:19 PM **193743802 (S2)**	Jeff Anderson - (S) Lighting Inspection Completed - Officer conducted a lighting inspection at the storefronts and the parking lot area to make sure lighting is in good condition and working properly. No visible signs of light damage or vandalism during this inspection.
Mar 13, 2018 12:21 PM **193744918 (S3)**	Jeff Anderson - (S) Patrol Parking Lot South - Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.
Mar 13, 2018 12:36 PM **193745638 (M1)**	Jeff Anderson - (M) Water Leak - Parking Garage NOTE: Water 5 ft in length found in Center of parking garage. Contacted maintenance team Frank Brown for assistance. Area was secured and coned off for safety and liability. See Attached Photo.
Mar 13, 2018 12:41 PM **193744918 (S3)**	Jeff Anderson - (S) Patrol Parking Lot South - Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.

Level 1 2 3

Report Run: Apr 03, 2018 11:18 AM

Security Report #193752048

AGSTRAC
AMERICAN GLOBAL SECURITY TRAC

Issue Type
Property Damage Report

Status
Closed

Property
Commercial Property
5412 Beach Boulevard
Long Beach, CA 90808

Location
Curb

Reported By
Officer Jake Smith
(623) 452-2323

Issue Timeline

Created	Tue 03/13/18 01:39 PM	JAKE SMITH
Assigned To	Tue 03/13/18 01:39 PM	JAKE SMITH
Acknowledged	Tue 03/13/18 01:39 PM	JAKE SMITH
Arrived At	Tue 03/13/18 01:39 PM	JAKE SMITH
Closed	Tue 03/13/18 02:17 PM	SUP. ERIKSON

Additional Details

Assigned By	JAKE SMITH
Reported Address	5412 Beach Boulevard

Notes

Tue 3/13/2018 1:47 PM - JAKE SMITH

Southern counties driver MH - 52 Salvador Santos License Plate 9F09542. Large White Ford Semi Truck caused property damage to median and landscape. Located at main entrance off of Carson St. Contacted property maintenance team for clean up and evaluation of damage. Property manager notified at 1:50 PM.

Tue 3/13/2018 1:42 PM - JAKE SMITH





Report Run 3/14/2018 11:52:24 AM Page 1 of 1

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Security Summary Report

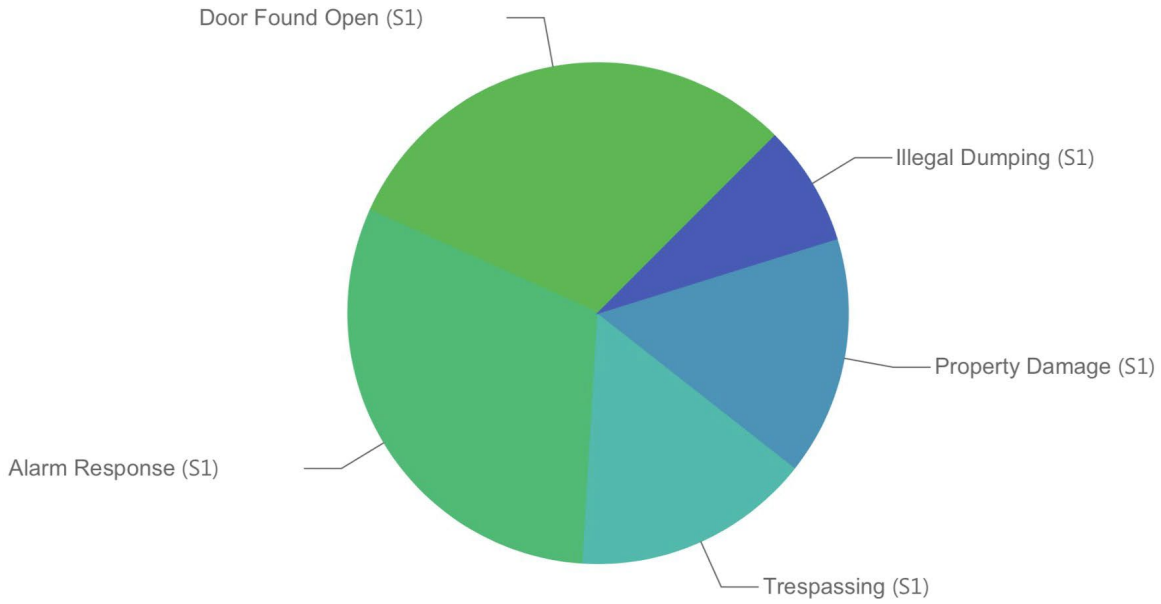
AGSTRAC AMERICAN GLOBAL SECURITY TRAC

Start: Jan 01, 2018 04:43 PM
End: Feb 28, 2018 04:43 PM

Issue Type	Total	Comp	Pend
Alarm Response (S1)	4	4	0
Alarm Malfunction (S1)	3	3	0
Disturbance (S1)	8	8	0
Door Found Open (S1)	9	9	0
Door/Window Damage (S2)	5	5	0
Fire Extinguisher Issue (S1)	2	2	0
Graffiti (S1)	5	5	0
Illegal Dumping (S1)	10	10	0
Lighting Inspection (S2)	12	12	0
Lighting Issue (S2)	7	7	0
Positive Contact (Merchant) (S2)	23	23	0
Positive Contact (Customer) (S2)	36	36	0
Property Damage (S1)	13	13	0
Skateboarding On Site (S2)	4	4	0
Solicitors/Flyers Warned (S2)	6	6	0
Slip/Trip/Fall Hazard (S2)	1	1	0
Stray Animals (S2)	4	4	0
Theft (S1)	9	9	0
Trespassing (S2)	3	3	0

Issue Type	Total	Comp	Pend
Tour: Carl's Junior Exterior (S3)	560	560	0
Tour: Chase Bank Exterior (S3)	439	439	0
Tour: Costco Entrance (S3)	417	417	0
Tour: Costco Gas Station (S3)	403	403	0
Tour: Costco Loading Dock (S3)	395	395	0
Tour: Tire Center Exterior (S3)	347	347	0
Tour: Nail Salon Exterior (S3)	561	561	0
Tour: Panda Express Exterior (S3)	479	479	0
Tour: Parking Lot Zone 1 (S3)	477	477	0
Tour: Parking Lot Zone 2 (S3)	403	403	0
Tour: Parking Lot Zone 3 (S3)	395	395	0
Tour: Parking Lot Zone 4 (S3)	347	347	0
Tour: Pay Less Shoes Exterior (S3)	303	303	0
Tour: TriCare Exterior (S3)	297	297	0
Tour: TriCare Parking Lot (S3)	295	295	0
Tour: Wal-Mart Delivery Alley (S3)	291	291	0
Tour: Wal-Mart Entrance (S3)	250	250	0
Tour: Wal-Mart Garden Center (S3)	224	224	0
Tour: Wal-Mart Loading Dock (S3)	206	206	0

Issue Type	Total	Comp
Officer On Site (S3)	18	18
Officer Off Site (S3)	16	16
Officer On Break (S3)	15	15
Supervisor on Site (S3)	10	10
Pass Down Received (S3)	8	8



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Report Run: Feb 28, 2018 04:44 PM

Checkpoints Timeline Report

AGSTRAC
AMERICAN GLOBAL SECURITY TRAC

Start: Feb 24, 2018 09:53 AM
End: Feb 25, 2018 09:53 AM

Property: Commercial Property **Unique Checkpoints:** 18 / 18 **Avg. Interval:** 0hr 6min **Total Scans:** 216

Checkpoint Name	Count	Checkpoint Name	Count	Checkpoint Name	Count
Carl's Junior Exterior	12	Nail Salon Exterior	12	Pay Less Shoes Exterior	12
Chase Bank Exterior	13	Panda Express Exterior	13	TriCare Exterior	13
Costco Entrance	12	Parking Lot Zone 1	12	Wal-Mart Delivery Alley	15
Costco Gas Station	12	Parking Lot Zone 2	6	Wal-Mart Entrance	15
Costco Loading Dock	11	Parking Lot Zone 3	6	Wal-Mart Garden Center	16
Tire Center Exterior	12	Parking Lot Zone 4	8	Wal-Mart Loading Dock	16

Time	Checkpoint Name	User Name	Difference
Tue Feb 24, 2018 10:03 AM	Costco Entrance	Jeff Anderson	0hr 10min
Tue Feb 24, 2018 10:11 AM	Costco Loading Dock	Jeff Anderson	0hr 8min
Tue Feb 24, 2018 10:17 AM	Costco Gas Station	Jeff Anderson	0hr 6min
Tue Feb 24, 2018 10:24 AM	Tire Center Exterior	Jeff Anderson	0hr 7min
Tue Feb 24, 2018 10:26 AM	Panda Express Exterior	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 10:29 AM	Parking Lot Zone 1	Jeff Anderson	0hr 3min
Tue Feb 24, 2018 10:31 AM	Parking Lot Zone 2	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 10:36 AM	Parking Lot Zone 3	Jeff Anderson	0hr 5min
Tue Feb 24, 2018 10:46 AM	TriCare Exterior	Jeff Anderson	0hr 10min
Tue Feb 24, 2018 10:47 AM	Wal-Mart Entrance	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 11:04 AM	Wal-Mart Garden Center	Jeff Anderson	0hr 17min
Tue Feb 24, 2018 11:43 AM	Costco Entrance	Jeff Anderson	0hr 39min
Tue Feb 24, 2018 11:44 AM	Costco Loading Dock	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 11:47 AM	Costco Gas Station	Jeff Anderson	0hr 3min
Tue Feb 24, 2018 11:49 AM	Tire Center Exterior	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 11:50 AM	Panda Express Exterior	Jeff Anderson	0hr 0min
Tue Feb 24, 2018 11:51 AM	Parking Lot Zone 1	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 12:08 PM	Parking Lot Zone 3	Jeff Anderson	0hr 17min
Tue Feb 24, 2018 12:10 PM	TriCare Exterior	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 12:18 PM	Wal-Mart Garden Center	Jeff Anderson	0hr 8min
Tue Feb 24, 2018 12:24 PM	Wal-Mart Entrance	Jeff Anderson	0hr 6min
Tue Feb 24, 2018 12:59 PM	Costco Entrance	Jeff Anderson	0hr 35min
Tue Feb 24, 2018 01:00 PM	Costco Loading Dock	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 01:03 PM	Costco Gas Station	Jeff Anderson	0hr 2min

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Page 1 of 6
Report Run: Feb 26, 2018 11:53 AM

Uniforms

AGS security personnel uniforms will be assigned and fitted during onboarding for City of Carson.

AGS security guards always wear a full company uniform with standardized features. Uniforms are appropriately fitted and will be free of any wear and tear at the beginning of every shift. We have a standard uniform style and look, as well as several additional variants depending on client needs.

Since appearance and presence are very important, our guards will always be clean and well-groomed. Within our American Global Security Policies are our standards for appearance, including uniform, equipment, and personal hygiene. These standards are maintained both before and during deployment through supervision from hiring staff, management, and Regional Field Supervisors. If there is any wear and tear detected on any piece of uniform/equipment, it will be immediately replaced at no additional cost to the guard or Client. If a guard is not maintaining proper grooming standards or has an overly tattered uniform, they will be relieved from their post by a Regional Field Supervisor until correctly equipped for their job. This can also happen upon request if a client is not satisfied by a guard's appearance.

To ensure our officers have an understanding of our standards we maintain at AGS, we introduce them to said standards as soon as possible. Our Training Unit will emphasize that to the guards, and direct their attention to that section of the Employee Handbook if they feel it could be an issue.

Appearance

Our guard's appearance is an integral component to our success. Having guards properly equipped and well-groomed establishes confidence within the client we serve. All guards are supplied with uniforms which correspond to a particular site and client needs. **American Global Security** requires our personnel to follow the following guidelines which contribute to their own professionalism, as well as that of our firm:

- Assigned personnel shall report to their duties in the appropriate uniform, which includes: **identification badge, company patches and private security badge, clean security shirt, ultra-flex security pants, and any required field equipment.**
- All personnel should maintain a respectable appearance. Uniforms must fit properly and always be clean and presentable. Guards are also required to tuck their shirts into their uniform pants to uphold a professional presence. Guards should also tuck their pants into their work boots.
- Guards are not allowed to customize their uniforms (besides firearm if appropriate) and add unauthorized accessories.

Grooming Standards

American Global Security maintains standards for our guards on their grooming; guidelines below:

Tattoos shall not be visible and shall remain covered!

Jewelry/Accessories are not permitted aside from:

- Wrist watches
- Medical/identification bracelets
- Rings, but not more than one on each hand

Grooming for Male Guards:

- Must be neatly shaven
- Sideburns shall be trimmed and not to extend below the bottom of the ear
- Back of hairline shall not extend beyond the top of the uniform collar

Grooming for Female Guards:

- Hair shall be neat and styled/trimmed so it does not extend beyond the top of the uniform collar
- Long hair must be put in either a bun or pony tail
- Makeup and/or nail polish and nail length shall remain neutral in appearance



AGS'GROOMING REQUIREMENTS WILL KEEP CITY OF CARSON SITES PROFESSIONAL AND TOP TIER!

Uniform Styles

The following pages include AGS uniform variations. We customize our uniforms to suit each of City of Carson's security contract locations.

UNIFORM STYLE



DESCRIPTION

Classic Style Uniform

- Polyester ***Navy*** Short-sleeve Security Shirt
- "American Global Security" - Private Security Shoulder Patches
- Company Issued Metal Badge
- Leather Basket Weave Duty Belt
- Ultra-flex, ***Navy*** Security Pants
- Leather Work Boots

Optional Add-ons

- Professional Black Uniform Tie
- Tie Clip

UNIFORM STYLE



DESCRIPTION

Classic Style Uniform

- Polyester ***White*** Long/Short-sleeve Security Shirt
- "American Global Security" - Private Security Shoulder Patches
- Embroidered AGS Badge
- Leather Basket Weave Duty Belt
- Ultra-flex, ***Black*** Uniform Security Pants
- Leather Work Boots

Optional Add-ons

- Professional Black Uniform Tie
- Tie Clip

UNIFORM STYLE



DESCRIPTION

High Visibility Uniform

- Polyester ***Navy*** or ***White***, Short-sleeve Security Shirt
- "American Global Security" – Private Security Shoulder Patches
- Company Issued Metal Badge/Embroidered Badge
- Leather Basket Weave Duty Belt
- Ultra-flex Uniform Security Pants
- Leather Work Boots
- AGS ***Neon*** Colored Safety Vest

UNIFORM STYLE



DESCRIPTION

Semi-Formal Uniform

- Polycotton Polo Shirt with AGS Branding and "Security" label on back
- "American Global Security" – Private Security Shoulder Patches
- Leather Basket Weave Duty Belt
- Khaki BDU Pants
- Professional Security Boots

UNIFORM STYLE



DESCRIPTION

Professional/Formal Uniform

- Cotton-blend Blazer and Slacks (**Dark Colors**)
- Cotton/Polyester Blend Dress Shirt
- Leather Shoes
- Leather Belt
- Company Issued Plastic ID badge

Purpose and Options:

- This uniform is reserved for either formal events and formal job sites, or can be worn by our ***Regional Field Supervisors***
- Professional Uniform Tie (**Dark Colors**)

UNIFORM STYLE



DESCRIPTION

Foul Weather Gear Uniform

- Polyester-Cotton Blend Foul Weather Jacket
- "American Global Security" – Private Security Shoulder Patches
- Embroidered AGS Chest Badge (Left)
- Embroidered American Flag Patch (Right)
- Ultra-flex Uniform Security Pants
- Leather Work Boots
- AGS Branded Hat

Equipment

American Global Security's standard equipment set is issued to all our guards in the field. Below is a detailed list of the equipment we propose to utilize for this project, including security vehicles, communication devices, and electronic patrol equipment. Each item has been carefully selected to ensure optimal performance, safety, and efficiency in meeting the City of Carson security needs.

COMMUNICATIONS EQUIPMENT

1. 2-Way Radio



2. Body Camera



3. Company Issued Cellphone



4. Company Tablet



ADDITIONAL MANDATORY EQUIPMENT

5. Flashlight



6. Reflective Safety Vest



7. Company Headgear



8. Security Utility Belt



MISCELLANEOUS EQUIPMENT (PATROL VEHICLE)

9. Road Flares



10. Handheld Warning Light



11. Emergency First Aid Kit



12. Traffic Cones (x3)



OPTIONAL EQUIPMENT

13. Handheld Metal Detector Wand



14. Chemical Agent (Pepper Spray)



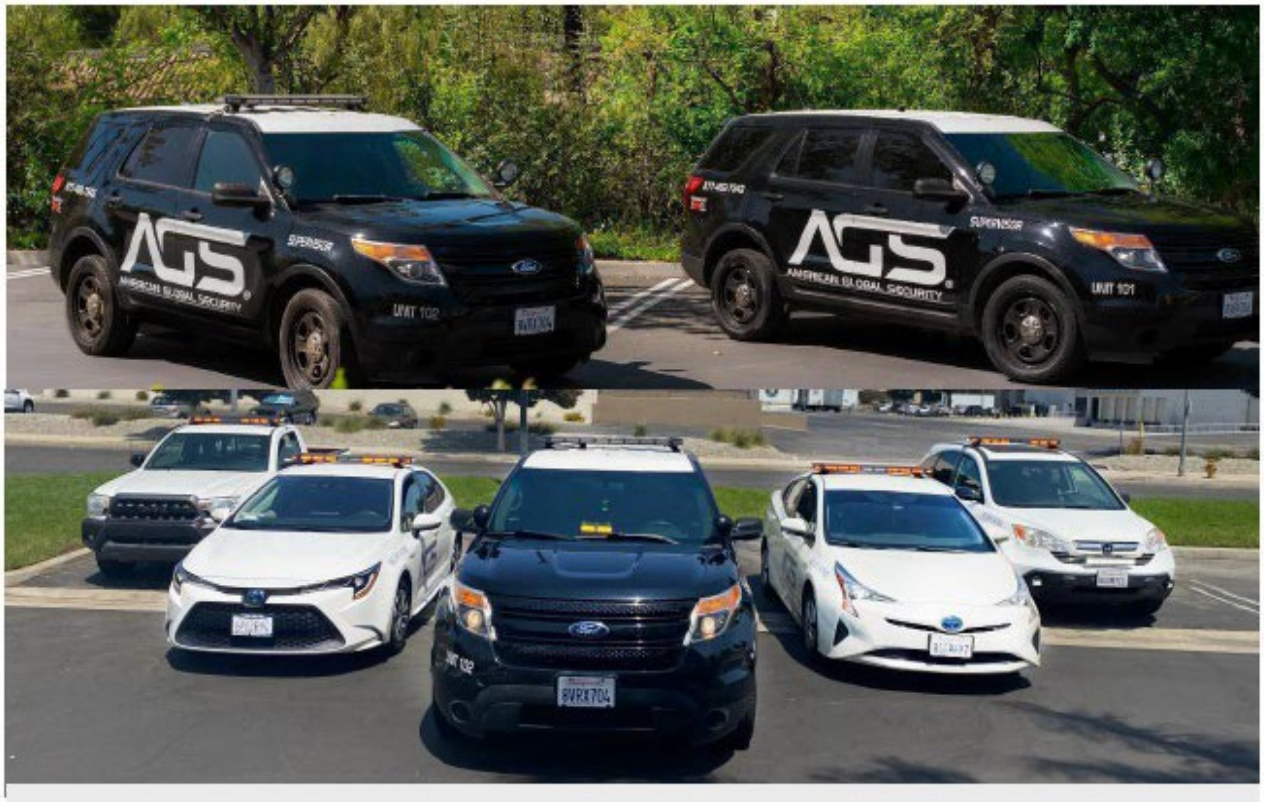
15. PR-24 Self-Defense Baton



16. Handcuffs



Patrol Vehicles



All vehicles Equipped with:

- American Global Security Emblem on each side of vehicle
- American Global Security PPO Number on rear of vehicle
- American Global Security Dispatch Connection posted on rear of vehicle

All Vehicles are equipped with:

- Spotlight & Amber colored Emergency Light bar
- Bluetooth Capabilities
- Company Provided Phone Charger
- AC/Heater
- First – Aid Kit
- Road Flares
- Traffic cones

The above-listed vehicles will be used in the execution of security services at the various City parks attached to this project. Each vehicle will be monitored by GPS tracking and will come equipped with the previously listed equipment.

Equipment and Vehicle Ownership

American Global Security is currently in ownership of all vehicles (including golf carts) and equipment that will be designated to be used for the contract. All vehicles are at least 2018 models or more recent, which promotes reliability and limits maintenance.

Golf Carts and Scooters

Our AGS golf carts and electric scooters come equipped with the same GPS tracking features as our marked patrol vehicles. They also have safety features like amber visibility lights. The golf carts in particular come equipped with the additional safety items listed on the previous page. These are stored in a storage compartment on the rear of the vehicle.

Equipment and Vehicle Maintenance

To monitor the upkeep of our general equipment, our regional field supervisors conduct site visits to inspect both equipment and uniforms being used by guards, as well as their patrol vehicles. These inspections are included with our Quality Assurance Plan (QAP) which is modified for each new Premier Account. Our Regional Field Supervisors will travel to designated sites to evaluate the working conditions of our guard's equipment. They can also be summoned to replace damaged or faulty equipment, or to swap out a patrol vehicle which is reported for maintenance needs.

AGS also relies on reports made by our security personnel to monitor our equipment. Guards are required to report any malfunction of equipment they are utilizing at a City of Carson project site. This process is documented; once a guard calls our ***24/7 Dispatch Center*** to immediately report the malfunction and have a roaming supervisor supply them with a replacement within one (1) hour, they must make a dedicated Equipment Report in **AGSTrac®**. This gives us a paper trail for all of our equipment in use or in transit. It also provides our clients with complete transparency as to what is occurring at their site, since they also have access to these Equipment Reports in the City of Carson Client Portal.

Quality Control

American Global Security's Quality Control Plan goes beyond merely the project's scope of work. This system is comprised of a set of features and a network of resources intended to ensure accountability, improve performance of our security teams and, guarantee customer service.

Dispatchers Operate Throughout California

AGS Dispatch Centers operate 24/7 and are staffed by dispatchers who receive special training to field calls and address customer concerns while also dealing with our guards; assisting them and monitoring them. Our 1st CA Dispatch Center is located within our Southern CA corporate office in Chatsworth, California. Our 2nd Dispatch Center is located within our Northern CA Corporate Headquarters in Sacramento, CA. Both Dispatch Centers are in constant communication with our security guards in the field and enroute to different job sites. These Dispatch Centers are also communicating with Hub Offices which provide more local resources. All of our different Hub Offices have at least one Operations Team member there who is able to handle in person activities and assist with large scale operations. Scheduling is done through coordination by our Operations Team. Our Dispatchers assigned to a particular site will ensure that security guards draft and submit their daily reports on any incidents and activities that might have occurred during their shifts, and that they comply with the hourly checkpoints scan requirement and tour verification system. Our Corporate Offices are also the locations from which IP-based CCTV monitoring services are provided, as well as the monitoring of mobile surveillance platforms which we have deployed in the field.

Shift Supervisors

Due to the fact that City of Carson security coverage will be at critical locations, AGS will be assigning seasoned *Supervisors* to the project these locations. AGS prefers to hire former law enforcement/off duty officers to work in this role. There is a network of Police Officers who are either retired or looking for work during the hours they are not acting in an official capacity. This network is only available to those security services companies which have an outstanding track record and positive reputation amongst municipalities, other security companies, and law enforcement networks. Former law enforcement individuals are highly effective as Field Supervisors because of their previous training and discipline, and also the ability to acquire and maintain a gun card certification. This means they are always eligible for shift coverage due to their qualifications and certifications. AGS Supervisors have first-hand knowledge of each job site under their jurisdiction, including layout and post orders, making them the ideal candidates to provide supervision. They are also some of the personnel that will implement and execute our Transition Period. They will conduct frequent and unannounced visits to our guards at the static sites to guarantee their performance. These check-ins will be conducted daily due to the structure of the contract. This level of oversight will keep guards on their toes and performing at a higher level. AGS Supervisors will review the guards' appearance and attire, the quality of their daily activity and incident reports, their awareness and overall demeanor, and their knowledge of Patrol Routes and Post Duties. These reviews result in guards being commended for abiding by our high standards of appearance and conduct. However, if our guards fall short of these metrics, they will be reprimanded, re-trained, or replaced.

Internal Reviews

Beyond the Human element, AGS uses internal review processes to ensure operational quality.

Account Reviews – All AGS account details are agreed upon between clients and our Accounts Managers. These details include standards to follow, post orders, and specific codes of conduct. All public agency accounts are audited on an annual basis. These audits cover our staffing performance, post order compliance, training updates, wages and billing.

Supervisor Reviews – Our Supervisors will perform written reviews of guards in the field. These reviews lead to commendation or disciplinary actions depending on what scores they received. Supervisors and office employees also receive yearly performance reviews at the end of the fourth fiscal quarter each year and become eligible for raises or promotions accordingly.

End of Transition Period Meeting/Semi-regular Meetings – We recommend semi-frequent meetings with your Account Manager throughout the course of the contract year. This recommended practice fits in perfectly with City of Carson's goal of having American Global Security supervisors/management participate in meetings with City of Carson staff to ensure the Department's satisfactions with the services provided. The members in attendance will be those listed in the resumes section of this proposal.

Customer and Employee Complaints – Once we receive a complaint from staff, visitors, or guests about our services at a contract location, AGS knows that it's time to re-evaluate not just the field team there, but potentially our supervisors as well. We bring in the guard for an interview after each and every complaint. This prevents any supervisors or senior level personnel from becoming complacent.

Customer Action Plan – If any issue presents itself in connection with our services, AGS will implement a formal Action Plan to document all concerns and assign a due date for addressing them. Once the issue is properly handled, we ask that you formally acknowledge it via an email.

Raw Data

AGS uses a number of metrics to analyze the performance for both field personnel and management. These include the following:

- Weekly Service Hours – Overtime, Billed Overtime, Billed Hours through TeamXpress
- Employee Retention vs Retention Program Utilization
- Training Modules Carried out/Training Modules Scheduled
- Incidents on the Job
- Industry Trends
- Supervisor Reviews/Account Reviews
- Management Meetings Held
- Customer/Employee Complaints
- Best Practices

Policy – Use of Force

Policy Statement: American Global Security, Inc. is dedicated to providing a safe and secure environment for our clients and the public. This policy outlines the guidelines and procedures for the use of force by our security personnel, specifically concerning batons, pepper spray, and firearms.

Purpose - The purpose of this policy is to provide clear guidelines to security personnel on the appropriate and lawful use of force. This policy aims to ensure that all actions taken by our security personnel are legal, ethical, and in the best interest of public safety.

Scope - This policy applies to all employees of American Global Security, Inc. who are authorized to perform security duties within the state of California.

Definitions
Use of Force: The application of physical techniques or tactics, chemical agents, or weapons to another person.
Baton: A stick or club used by security personnel for self-defense and to maintain order.
Pepper Spray: A chemical agent used to incapacitate an individual temporarily by causing irritation to the eyes and respiratory system.
Firearms: Any gun, rifle, or pistol authorized for use by security personnel.

General Use of Force Principles
Legal Authority: Security personnel must understand and comply with all applicable local, state, and federal laws regarding the use of force. Force may only be used when necessary to protect the security officer or others from bodily harm or to detain an individual suspected of committing a crime until law enforcement arrives.

Reasonableness and Necessity: The use of force must be reasonable, necessary, and proportional to the threat faced. Security personnel must attempt to de-escalate situations using verbal commands and other non-physical methods before resorting to force.

Documentation: All incidents involving the use of force must be thoroughly documented in an incident report, including the reasons for the use of force, the type of force used, and any injuries sustained by the individual or the security personnel.

Use of Batons
Authorization: Only security personnel who have completed approved training on the use of batons, as required by the California Bureau of Security and Investigative Services (BSIS), are authorized to carry and use them.

Circumstances for Use: Batons may be used in self-defense or defense of others to prevent serious injury or death. Batons should not be used to strike the head, neck, or spine unless deadly force is justified.

Application: Use the baton in accordance with training, targeting large muscle groups to incapacitate without causing permanent injury.

Use of Pepper Spray
Authorization: Only security personnel who have completed approved training on the use of pepper spray, as required by the BSIS, are authorized to carry and use it.

Circumstances for Use: Pepper spray may be used to subdue individuals who pose an immediate threat to the safety of the security officer or others. Pepper spray should be used as a means to gain control of a situation without resorting to higher levels of force.

Application: Use pepper spray at the appropriate range, aiming for the face to cause temporary incapacitation. Provide the individual with water and medical attention as soon as it is safe to do so.

Use of Firearms

1. Authorization: Only security personnel who have completed approved training on the use of firearms, have a valid California Firearm Permit, and meet the qualifications set by the BSIS are authorized to carry and use firearms.
2. Circumstances for Use: Firearms may be used only in situations where deadly force is necessary to protect the security officer or others from imminent danger of serious injury or death. The decision to use a firearm must be made with the utmost consideration for public safety.

3. Application: Firearms should be used in accordance with training, aiming to stop the threat. Firearms should be discharged only when there is a clear and present danger, and there are no alternative means to neutralize the threat.

Training
All security personnel must complete initial and ongoing training on the use of force, including the use of batons, pepper spray, and firearms, as mandated by the BSIS. Training should cover legal aspects, ethical considerations, and practical skills related to the use of force.

Review and Compliance
This policy will be reviewed annually to ensure compliance with current California laws and best practices. Non-compliance with this policy may result in disciplinary action, up to and including termination of employment.

Conclusion
American Global Security, Inc. prioritizes the safety and rights of individuals while fulfilling our security duties. Adhering to this policy ensures that our security personnel act within the bounds of the law and maintain the highest standards of professionalism and integrity.

Retention Programs

AGS strives to acknowledge and reward individual officers for exceptional performance in the field, aiming to boost morale and strengthen the dedication of our guards. Some of our recognition programs include:

Certificate of Merit

- Security Guard of the Month – One guard is selected every calendar month to review a small bonus of $150 and our Certificate of Merit
- Security Guard of the Year – Up to five Guards are selected to receive a $500-1,000 bonus check, a PlayStation© 5, or a Disneyland weekend pass, and a certificate of Merit.
- Field Supervisor of the Year – we select up to three Supervisor to receive a $1,500-2,000 bonus check, commemorative plaque, and Certificate of Merit.

Our plan is to generally recognize roughly 10-15% of our total staff in the field. We have found this to be an effective total number, but as we grow this range could also increase. Large job-sites with multiple guards always have at least one recognition each fiscal year. This method of recognition is not simply for the sake of doing so. We make notice of guards who are performing at a higher level, receiving accommodations and praise from our clients. These guards are then selected to promotion along our hierarchy of field personnel. Having a gun card and acting as an armed guard on most occasions does not change the path or methods of inner promotion and retention of qualified individuals.



PROMOTION PATHWAY



Glass Door Rating – Employee Validation

At AGS, our product is our people. We work diligently to ensure our employees have the best experience whilst knowing we care about them and their future. According to Glassdoor, AGS has the highest employer rating of any security service provider in California based on several different criteria. This results in our employees often referring us to others looking for work in the industry. Most importantly, it reflects that you will receive happy, motivated, and engaged personnel.

AGS		SECURITAS		AUS	
Overall	4.9	**Overall**	3.2	**Overall**	3.1
Career Opprtunity	4.6	Career Opprtunity	3.6	Career Opprtunity	2.9
Compensation & Benefits	4.4	Compensation & Benefits	3.4	Compensation & Benefits	2.7
Culture and Values	4.6	Culture and Values	3.6	Culture and Values	2.7
Senior Leadership	4.5	Senior Leadership	3.5	Senior Leadership	2.6
Work Life Balence	4.5	Work Life Balence	3.5	Work Life Balence	2.6
Diversity & Inclusion	5.0	Diversity & Inclusion	3.9	Diversity & Inclusion	3.4
Recommend to a Friend?	72%	**Recommend to a Friend?**	51%	**Recommend to a Friend?**	50%
CEO Approval	88%	**CEO Approval**	54%	**CEO Approval**	54%
Positive Business Outlook	83%	**Positive Business Outlook**	39%	**Positive Business Outlook**	39%

Project Schedule

As the new security team for City of Carson at the assigned locations, our firm will spend as little time in transition as possible. Security practices and protocols will be finalized rapidly during the training window of our project calendar. However, we do intend to have a few busy days as we have staff on-site learning from our supervisors and City of Carson site staff. Hands on training from our field supervisor ensures a good level of familiarity with the site, for both them and our field teams.

AGS has assessed the staffing capabilities in the surrounding area and has decided to increase the number of trained guards in our Transition Period. We are planning on training at least two (2) additional guards along with the other static positions and patrol guards. These back-up guards will be assigned to other active roving patrols in the South Bay and Southern CA region. *Our roving patrol force is designed and scheduled buy our operations team to allow for maximum flexibility and re-direction capabilities.* As it stands currently, AGS uses our patrol guards as backup guards for other nearby sites that could be requesting additional guards with little to no advanced notice. Incorporating these guards into the Transition period (free of change) gives us extra leeway in filling gaps in staffing or covering last minute requests. *AGS will be able to provide the coverage within the shortened time frame of forty-eight (48) hours.*

The transition process is multi-faceted and begins almost immediately upon the date the contract is awarded. The assigned ***Accounts Manager*** accompanied by at least one field supervisor, will walk the job site. This team will also communicate with the client's current team to determine the security threats being faced and begin plans to address these vulnerabilities. This is part of the ***Risk Assessment*** phase of the project, and is usually one of the final chances to easily modify the approach to security at a given site, pursue options to increase the amount of security guards on site, or alter the initial contract. Should any client want to retain specific, high- performing members of the incumbent firm's personnel, they should make such recommendations to our ***Accounts Manager*** walking the job site or before our services take effect. AGS will be happy to accommodate any such requests, after guards pass through a condensed follow up interview and vetting process.

The second stage of the Transition begins roughly two weeks prior to the start of service date. Our main transition team, consisting of the ***Accounts Manager*** for the project and the project- assigned ***Regional Field Supervisors*** are introduced to the new guards who have been selected for the project. The Transition Team will assure that everything is understood by the new guards and shift leads in terms of training, patrol routes and that all of our operational protocols meet the standards of the various site staff and city project management. This team will open the source of communication between our lead guards and the necessary site representatives. The transition team will also work to develop any additional training programs they feel would be beneficial to those providing security at the sites. Both our lead team members and guards are expected to stay flexible in terms of hours and protocols being finalized during this period. On the note of communication, our ***Dispatch Manager*** will have reached out to the various individuals at each location and within various City departments/locations to give them access to our reporting system Online portal. This will be done via email, and will allow you to either set up email for reports daily, incident reports as they happen, or just be able to log in at any time.

As part of our transition plan for this project, we plan on having a meeting with the project **Account Manager, Site Security Manager,** and any site staff or project managers that wish to be present. This meeting will be scheduled for two-three (2-3) weeks into the Transition Period, and will be when we finalize our **Plan of Operations**, including any optional services that City of Carson elects to request.

Transition Period Breakdown

Two Weeks Prior to Deployment

- Confirm and acknowledge the **Service Agreement** and client expectations.
- Accounts Manager meets with team to discuss contract.
- Put **Post Duties** into writing, plan patrol routes, implement specific protocols as part of our individualized approach for each site.
- Recruit the necessary staff either from within our own ranks or with CadientTalent software
- Verify that all Guard cards and required training is current.
- Distribute **AGS official employee handbook.**
- All new personnel are enrolled in payroll system.
- Establish contact with incumbent officers and security firm if possible.
- Our Security Shift Supervisors, Site Manager, and Account Manager attached to the project will be conducting an on-site tour.
- **AGS Personnel Orientation Meeting** where schedules are distributed.

First Two Weeks to Deployment

- Communicate transition information to project staff and the guards to be deployed.
- I.D. badges and special equipment is made and distributed.
- City staff will be given access to **AGSTrac reporting system client portal.**
- Provide daily updates and a team meeting with City staff at 2-3 weeks in.
- Have our **Regional Field Supervisor** present for training, including on weekends if applicable.
- Cross-train personnel and backup personnel if possible/applicable.
- Confirm that we are responding to all requirements of the contract and requests made by City.
- Maintain flexibility in our timeline, personnel assignments, and post order improvements – **Document any challenges we face and milestones we have accomplished.**

End of Transition Period

- Chief Financial officer Reviews first invoice.
- Reviews site specific training that has been conducted.
- Review assigned personnel to make sure they meet AGS standards.
- Confirm with City Project Manager and site staff that the project approach and staffing is satisfactory.
- Smooth workflow is achieved, security lapses have been covered and a rapport is being established between guards and site staff.
- Senior accounts manager has first monthly meeting with City Project Manager.

The transition plan will be formalized prior to the "start of service" date. AGS has made note of the timeframe for this project and is prepared to have our Transition Team, guard selection, and all other necessary preparation made roughly fifteen days **before** the start of service date. The implementation of said Transition Plan takes fifteen days **after** the start of service. **In total, our Transition period lasts 30 days.** After this point, all guards and supervisors working on the project should be operating smoothly and efficiently while establishing their rapport with City of Carson staff.

D. COST

A. NTE ANNUAL BUDGET - CONTRACT FIRST YEAR: $850,000.00
NTE ANNUAL BUDGET – CONTRACT SECOND YEAR: $870,000.00
NTE ANNUAL BUDGET – CONTRACT THIRD YEAR: $892,000.00

B. CONTRACT INITIAL TERM HOUR RATES ***Compensation Plan: NET 30***

Type of Service	Location	Hourly Rate	Overtime/Holiday Rate	Labor	Margin
Unarmed Security Guard	City Hall, Juanita Milender Community Center/Carson Event Center, Corporate Yards	$23.99	$35.99	$20.00	$3.99
Unarmed Security Supervisor	City Hall, Juanita Milender Community Center/Carson Event Center, Corporate Yards	$26.99	$40.49	$24.00	$2.99

The Hourly Billing Rates above are flat rates that include all wages, benefits, uniform costs, equipment such as golfcart, background checks, drug testing, orientation, training, allowances, and differentials.

Overtime will only be paid work expressly authorized in advance and in writing will be paid at one and one-half times the Hourly Billing Rate and applied to hours worked exceeding eight (8) hours in a given day or 40 hours in a given week. Please keep this in mind when evaluating our cost proposal.

American Global Security does not wish to be reimbursed for any parking, supplies, equipment, or sundries utilized in the performance of this work.

Any potential year-to-year price increase is due to the cost of living increasing each year and is based partly off annual minimum wage increases. We will attempt to follow the average API increase of roughly 2-3% per year.

C. Operational Plan for Supervisors and Security Officers matches that of the RFP

Site No.	Location	Security Officers and Shift
All	All	Supervisors required Monday – Sunday, Shift may vary. Will be required to roam between facilities either on foot or by vendor provided vehicle.
1	City Hall, 701 E. Carson Street, Carson, CA 90745	Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m.
2	Juanita Millender Community Center / Carson Event Center, 801 E. Carson Street, Carson, CA 90745	Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. Security Officer Monday – Sunday 2nd Shift, 2:00 p.m. – 10:00 p.m. Security Officer Saturday – Sunday, 3rd Shift, 10:00 p.m. – 2:00 a.m. (Part-time). 3rd Shift may be adjusted to coincide with the ending time of scheduled events. 8+8+
3	Corporate Yard, Parks & Recreation 18620 S. Broadway, Carson, CA 90248	Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m.

4	Corporate Yard, Public Works, 18620 S. Broadway, Carson, CA 90248	Security Officer Monday – Sunday, 1st Shift 6:00 a.m. – 2:00 p.m. Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m. Security Officer Monday - Sunday, 3rd Shift, 10:00 p.m. – 6:00 a.m.

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP) 24-009

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

PROFESSIONAL BUILDING SECURITY SERVICES

ISSUE DATE:	**08/22/2024**
QUESTIONS DEADLINE:	**08/29/2024 | 10:00 AM**
PROPOSAL DEADLINE:	**09/12/2024 | 10:00 AM**

ISSUE DATE:

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

http://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this project. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP and any details in PlanetBids, this RFP 24-009 shall control and govern.

To view other bidding opportunities from the City of Carons, please visit:
http://ci.carson.ca.us/Finance/Bidding.aspx

RFP No. 24-009
PROFESSIONAL BUILDING SECURITY SERVICES

Table of Contents

A.	Summary	3
B.	Specific Proposal Requirements	4
C.	Questions and Addendums	5
D.	Proposer Qualifications	5
E.	Project Location and Schedule	5
F.	Insurance Requirements	6
G.	Proposal Opening, Document Review and Award of Contract	6
	Project Scope of Work & Specifications	9

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. Certificate of Compliance with Labor Code Section 3700
6. Acknowledgement of Insurance Endorsements
7. W-9 Request for Taxpayer Identification Number and Certification
8. Insurance Checklist
9. Instructions for Entering Electronic Bids
10. Contract for Services Template Long Form (for reference only)

A. SUMMARY

The City of Carson; hereinafter referred to as "City", is seeking proposals from qualified security service providers to enhance the security measures at City property including City Hall, The Juanita Millender McDonald Community Center/Carson Event Center, and two areas of the Corporate Yard. The City is interested in establishing a comprehensive security solution that ensures the safety of our employees, visitors, and assets as further detailed in the Project Scope and Specifications. The intent is for a contract award for a period of three (3) years with the option, at the City's sole discretion, to extend two (2) additional years upon successful demonstration of exemplary contract performance. The Public Safety Division will administer this Agreement.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered City. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in this RFP as it may deem appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal. All proposals must be submitted by the date and time established for the opening of proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager or assigned designee.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure its documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or

requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposers are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions will be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw."

B. SPECIFIC PROPOSAL REQUIREMENTS

All proposals in response to this RFP must be submitted electronically on PlanetBids by the due date and time established. Please allow sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of documents after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered proposals will not be accepted.

All proposals must contain the following supplemental documents, available for download from PlanetBids.

Required Supplemental Proposal Documents		
1	**Cover Letter, Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective vendor. Examples of authorized persons include owner, partner, or corporate officers. Include name, title, address, and contact information. If Proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State.	Required
2	**Client Reference List** 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
4	**Modification, Changes or Exceptions to the City's Contract Services Agreement** (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** Include 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	**W-9 Request for Taxpayer Identification Number and Certification** (download from PlanetBids)	Required

10	**Acknowledgement of Insurance Endorsements** (download from PlanetBids)	Required
11	**Certification of Compliance with Labor Code Section 3700**	Required if Applicable
12	**Contract for Services Template Long Form** (for reference only) (download from PlanetBids)	Required upon Contract Award

Every document uploaded to PlanetBids must include Proposer's name and **RFP No. 24-009.**

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 proposal deadline for all interested Proposers to review.

All questions must reference both the Section and page number. All questions must be submitted individually and not in paragraph form.

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. PROPOSER QUALIFICATIONS

Awarded Contractor and subcontractors (if applicable) must pay the City's business license tac and submit required insurance documents period to execution of the contract.

The majority of the work as required herein shall be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included on the City-approve subcontractor list, or a substitution has been approved by the City's Contract Officer in advance of any scheduled or actual work.

E. PROJECT LOCATION & SCHEDULE

Job location: Citywide

Job Work Schedule: As outlined in Project Scope of Work & Specifications

Anticipated Project Schedule *(subject to change*):

Issue RFP	August 2024
Bid Due Date	September 2024
Award of Contract	September 2024
Contract Execution & Notice to Proceed	October 2024

F. INSURANCE REQUIREMENTS

The selected vendor must comply with the insurance requirements detailed in the Contract Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the proposal. Failure to submit may result in City rejecting the proposal as being materially non-responsive to this RFP.

If a Proposer believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

Certificate of Insurance:
Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates
General Liability: Add'l Insured and Waiver of Subrogation must be checked.
Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.
Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Carson OR in favor of additional insured.

Certificate Holder: City of Carson, 701 E Carson Street, Carson, CA 90745
Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

GL Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Carson.

Automobile Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

Auto Insurance Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

Worker's Compensation Provisions:
Coverage for statutory limits for workers compensation. Minimum limit of $1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

G. BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All proposals 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. Proposal documents

must be submitted on time and meet the minimum requirements outlined in the Project Scope of Work and Specifications.

Proposals will be evaluated on the basis of the responses to all questions and requirements in this RFP. The evaluation of a Proposer's ability to provide the required services will be based on the written materials submitted and any interviews, presentations or proficiency testing that may be required. Each proposal will be competitively evaluated on its strengths and weaknesses against the following criteria listed below in no order of importance.

The City reserves the right to conduct any necessary further research to confirm the responsiveness and responsibility of all proposers. The City may elect to conduct interviews with some of all proposers as deemed necessary.

All proposals will be evaluated, scored, and rank on the below:

Evaluation Criteria		
Item	Description	Maximum Points
A	**Contractor/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Contractor and key personnel. Demonstrated experience and successful contract performance as a provider of security services. Proposers' ability and experience to operate the project as specified in the RFP. 1. Does the Proposer meet the minimum requirements? 2. Does the Proposer have a current Private Patrol Operator license issued by the State of California Bureau of Security and Investigative Services? 3. Has the Proposer's Private Patrol Operator license been maintained for the last ten (10) or more consecutive years? 4. Is proof of the Proposer's experience included in the proposal (i.e., licenses/certifications, resumes, references, etc.)? 5. Are all required documents included within the Proposer's proposal?	20 points
B	**Past Performance**: Client satisfaction with similar scope of work; ability to perform successfully on schedule; and history of reasonable and cooperative behavior and overall business-like concern for the interests of the client The City may use past performance information obtained from a variety of sources and not just those contracts identified by the Proposer. 1. Has the Proposer provided verifiable, current, positive, and professional references? 2. Does the Proposer have a demonstrated record of providing quality, efficient, and cost-effective security officer services?	20 points
C	**Work Methodology**: Demonstrated understanding of requirements, responsiveness and ability to meet requirements of the City's Public Safety Department. Approach to work and resources available. Approach to the management and integration of all activities required in the scope of work. Overall quality of proposal. 1. Did the Proposer provide the best plan for the Department's needs? 2. Has the Proposer provided a detailed methodology, which includes a Staffing Analysis? 3. Does the Proposer currently have all of the resources and staff needed to carry out the proposed methodology? 4. Has a description and photos of the Proposer's equipment (including name/brand of guard tour system), uniforms, and vehicles been included? 5. Do the resources assigned to the City have clearly defined roles and responsibilities and are they allocated efficiently and effectively? 6. Do the Proposer's company policies provide assurance that the use of force will be applied proportionality and that employees are expected to act professionally at all times?	40 points
D	**Reasonableness of Cost**: Cost to provide the services and personnel required are reasonable as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. 1. Has Proposer provided a complete pricing schedule that addresses all requirements of the RFP for the duration of the agreement, including optional renewal periods?	20 points

	2. Is the pricing suitable/fair/competitive in relation to the scope of work and Methodology? 3. Did the proposal appear to be cost-effective in its approach?	
	TOTAL POSSIBLE POINTS	100

PROJECT SCOPE OF WORK & SPECIFICATIONS
RFP 24-009
PROFESSIONAL BUILDING SECURITY SERVICES

The City of Carson is seeking proposals from qualified security service providers to enhance the security measures at City property including City Hall, The Juanita Millender McDonald Community Center/Carson Event Center, and two areas of the Corporate Yard. The City is interested in establishing a comprehensive security solution that ensures the safety of our employees, visitors, and assets. The City's current requirements are for one (2) Supervisors and 15 Security Officers, which may be increased or decreased at the City's discretion. The City will submit formal written notice within 30 days to the vendor outlining any staffing changes to be agreed upon by both Parties in advance of an increase or decrease in staffing.

All security officers are to be properly trained, licensed and dressed in appropriate uniforms. All security officers are to be unarmed.

The City shall determine the hours of work. All changes to the hours of work will be approved by the City in writing, and agreed to by both Parties, prior to any change of work hours. The City shall have the right to contract for additional security officers at the same rates. The City shall have the right to modify levels of service prior to, subsequent to, and after the execution of a contract. All hours worked shall be in eight (8) hour shifts. Each security officer assigned shall work no more than 40 hours per week.

A. Building Security Services

1. **Patrol and Monitoring**

    a. Conduct regular patrols of designated city buildings to deter unauthorized access and ensure a secure environment.

    b. Monitor CCTV systems and alarm systems.

    c. Conduct regular hourly security checks and inspections.

    d. Respond promptly to security breaches, incidents, and emergencies.

    e. Escort personnel and visitors as required.

2. **Emergency Response**

    a. Develop and implement written protocols for immediate response to security incidents including coordination with law enforcement agencies when necessary. Protocols must be provided to the City and include input from the Public Safety Manager or designee.

    b. Be trained to provide rapid intervention and support during emergencies such as fire alarms or medical crises. Copies of training certificates for each security guard must be available upon request. Training certificates include CPR/AED, Fire Life Safety, or any other the certifications the City deems necessary.

3. **Access Control**

    a. Manage access control systems to regulate entry and exit of personnel and visitors.

    b. Ensure compliance with security protocols and enforce City policies related to access permissions.

4. **Additional Services**

    a. Security Assessments:

        i. Conduct comprehensive security assessments of buildings to identify vulnerabilities and recommend appropriate enhancements.

        ii. Submit detailed reports outlining findings and proposed security measures for implementation.

    b. Security Staff Monitoring

        i. Contractor must install and maintain a guard tour software system with detailed reports that will be automatically emailed to designated City staff.

        ii. Contractor must also have an electronic method to monitor the clock-in/out of security personnel and share reports with designated City staff.

    c. Collaborate with law enforcement agencies when necessary.

5. **Training and Development**

    a. Provide ongoing training programs for security officers to enhance their skills in emergency response, conflict resolution, and customer service.

    b. Ensure compliance with industry standards and best practices in security management.

Table A: Locations and Schedule of Performance

City may request that additional Security Guards be provided for Special Events. City will provide notice at least two (2) weeks in advance of scheduled event. Guards will be paid at the same hourly rate as the dedicated guards.

The table below indicates a 1st, 2nd, and 3rd shift. The 1st shift is the morning shift, these hours begin at 6:00 a.m. and end at 2:00 p.m. The 2nd shift is a swing shift, these hours begin at 2:00 p.m. and end at 10:00 p.m. The 3rd shift is an overnight shift, these hours begin at 10:00 p.m. and end at 6:00 a.m.

Site No.	Location	Security Officers and Shift
All	All	• Supervisors required Monday – Sunday, Shift may vary. Will be required to roam between facilities either on foot or by vendor provided vehicle.
1	City Hall, 701 E. Carson Street, Carson, CA 90745	• Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m.
2	Juanita Millender Community Center / Carson Event Center, 801	• Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m.

	E. Carson Street, Carson, CA 90745	• Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m. • Security Officer Saturday – Sunday, 3rd Shift, 10:00 p.m. – 2:00 a.m. (Part-time). • 3rd Shift may be adjusted to coincide with the ending time of scheduled events.
3	Corporate Yard, Parks & Recreation 18620 S. Broadway, Carson, CA 90248	• Security Officer Monday – Sunday, 1st Shift, 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m.
4	Corporate Yard, Public Works, 18620 S. Broadway, Carson, CA 90248	• Security Officer Monday – Sunday, 1st Shift 6:00 a.m. – 2:00 p.m. • Security Officer Monday – Sunday, 2nd Shift, 2:00 p.m. – 10:00 p.m. • Security Officer Monday - Sunday, 3rd Shift, 10:00 p.m. – 6:00 a.m.

Staff Qualifications

1. Personnel providing services shall be direct employees of the vendor, fully trained, be a minimum of 21 years of age and capable of performing assigned duties. Vendor's personnel shall not have been convicted of any crimes other than minor traffic violations.
2. Detailed information about the training and certification process for security officers.
3. Capacity to provide security officers for all shifts and the capacity to meet staffing shortages or absenteeism.
4. The City reserves the right, in its sole discretion, to require the contractor to remove or reassign a security officer for the convenience of the City.
5. Where possible, the contractor shall make every effort to recruit, hire, train, and staff security officers from current City residents.
6. The City maintains the right to reject any security officer for poor performance without specifying a cause.
7. Both the contractor and all security officers shall cooperate fully with the Los Angeles County Sheriff's Department or other City public safety staff at all times.
8. All licensed personnel assigned to City facilities must undergo required training and maintain licenses as mandated by the Department of Consumer Affairs, with all associated costs covered by the contractor.
9. Security officers are strictly prohibited from using City telephones or other City equipment for personal or non-City-related purposes without advance authorization by the City.

The contractor is required to provide a field supervisor. The supervisor shall supervise all security officers on duty. Supervisors are required to have a minimum of three (3) years of experience supervising security officers in the field and shall have substantial expertise and experience in all aspects of security functions and security management. The supervisor shall be the primary contact between the City and the contractor. In addition, the supervisor shall:

1. Contact the City's Contract Officer or designee at least once each day to discuss and clarify operational assignments and receive any special instructions.

2. Ensure that the security guards perform duties as specified in the awarded contract.

3. Prepare and submit periodic progress and status reports as required by the City.

The contractor shall designate a second level supervisor, who need not be present in the City. This designee shall be a member of the contractor's corporate management staff. The designee shall have supervisory authority over all security guards performing duties in under the awarded contract and shall be authorized to represent the contractor on items of policy. The second level supervisor must be available to security officers or to the City when the primary supervisor is not on site.

The contractor shall furnish all uniforms for security officers assigned to work under the awarded contract. Uniforms include shirts, trousers, jackets, hats, color and markings shall be as specified and approved by City. Uniforms shall properly fit with no rips or tears and must be clean and pressed to present a professional appearance. Uniforms and markings shall be always visible and security markings should not be obstructed/concealed by any means including by unmarked clothing attire such as sweaters, jackets, etc. Uniform requirements also include black boots or black shoes.

All security officers assigned to work under the awarded contract shall be subject to review and pre-approval by City. The City shall have the right to interview and/or test contract personnel before they are assigned to work under the awarded contract.

Should the contractor's security officers appear to exceed or abuse their authority, violate City policies and/or procedures, or fail to act in an acceptable manner, the responsible City official may remove the employee, terminate the contract, and require forfeiture of the contractor's performance bond. Additionally, if the contractor's noncompliance with the contract is of a serious nature resulting in a dangerous situation for the public, City personnel, or a City facility, the City may immediately terminate the contract.

The contractor's dedicated security officers involve a high degree of public contact. Discourtesies, unprofessionalism, rudeness, use of profanity or physical contact is unacceptable. Such unacceptable behavior may result in the immediate removal of the offending security officer.

The City may provide each security officer and supervisor with a portable radio unit with frequencies that will enable communication between contractor's security officers and City staff. The contractor shall reimburse City for any loss or damage to the radios except for normal wear and tear. Such reimbursement may be by deduction from contractor's compensation payments. Contractor's security guards shall always conform to City radio procedures. Security officers and supervisors are expected to always carry said radio with them throughout their scheduled shift. Radios are to be checked out before the beginning of each assigned shift and are to be returned at the end of the assigned shift. Radios will be checked out and checked back in by the contractor's assigned shift Supervisor.

Experience

Security officers assigned under this contract must meet the following criteria:

- Have at least one (1) year of experience in similar security roles.

- Demonstrate mature judgment and possess a high degree of discretion.
- Possess a current permanent registration card issued by the State of California, Department of Consumer Affairs, allowing them to work for a licensed agency for a two-year period.
- Have undergone a successful investigation by the State Bureau of Criminal Investigation.
- Security Officers must be able to read, write, and speak fluent English.
- Be familiar with guard patrol equipment/software.
- Be computer savvy enough to monitor live camera feeds.

Physical Qualifications

Security officers must meet the following physical requirements:

- Capable of performing duties involving moderate to arduous physical exertion under normal or emergency conditions.
- Possess distance vision in each eye.
- Maintain normal fields of vision, good depth perception, and close vision for both eyes.
- Demonstrate the ability to distinguish basic colors.
- Lift up to at least 50 pounds.
- Must be able to view live camera feeds for long periods of time.

Psychological Qualifications

Security officers must demonstrate:

- Mental alertness and the ability to exercise good judgment.
- Capability to follow instructions and assimilate specialized training.
- Essential emotional and mental stability.

Training

Prior to assignment at City facilities, contractor's security officers shall have received training in security procedures, emergency protocols, crowd control, and public relations.

- **Initial Training:**
  - Each security guard will receive training provided by a supervisor designated by the contractor at each City facility. This training will cover the following: (A) Duties required of security officers including operation of metal detection equipment, magnetometers and hand-held wands, (B) Familiarity with assigned City facilities, including interacting with the public, and comprehensive knowledge of security systems, (C) Importance of professional image, dress, appearance, attitude, and demeanor, and (D) Various disciplines to enhance professional conduct.

- **Ongoing Training:**
  - Quarterly refresher training for all security officers assigned to City facilities to ensure proficiency in all aspects of security operations.

Compliance with Standards:

The vendor is responsible for ensuring all security officers assigned to City facilities receive training required by state, local, or other applicable laws and regulations governing security officers.

License and Permits

The contractor and its security officers shall possess all necessary licenses, registrations, and permits as required by the California Department of Consumer Affairs to maintain continuous service. These licenses and permits must be available for inspection by the City upon request, and include the following:

1. **Guard Registration Card:**
    - Security officers employed by the vendor must be registered with the State of California and possess a current and valid registration card while on duty.
2. **Driver's License:**
    - All security officers must hold a valid State of California Driver's License without exception.

Default

The vendor shall be considered in default under any of the following circumstances:

1. Utilization of security officers without valid guard registration cards issued by the State of California.
2. Failure to initiate new assignments within 24 hours after notification to do so.
3. Failure to address deficiencies in service, administrative functions, or supervisory duties.
4. Failure to adequately staff assigned security officer stations as required.
5. Submission of inaccurate or falsified invoices, incident reports, or timesheets.
6. Engagement of security officers in unlawful or inappropriate acts while on City-owned premises or during duty hours.
7. Absence of required insurance coverage or bonds.
8. Refusal to remove a specific security officer or supervisor from duty as requested by the City.
9. Failure to fulfill any other obligation specified in the contract.

City's Remedies in Case of Default

The City will determine a default based on the above situations, and its decision will be final. Upon contractor default, the City may take any of the following actions:

1. Direct the contractor to promptly correct the deficiency causing the default.
2. Terminate the contract.

Legal Requirements and Permits

The vendor shall fully comply with all applicable local, city, state, and federal laws, regulations, and ordinances governing the performance of contractual services outlined herein. It is the contractor's responsibility to obtain, at its own expense, all necessary licenses, permits, and clearances required for the provision of services.

Independent Contractor

The contractor shall operate independently in the execution of services under the awarded contract, pursuing its own business activities distinct from employment by the City. The contractor shall be accountable to the City's Public Safety Department solely for achieving specified outcomes, not for the specific methods or procedures used to achieve those outcomes.

Cost

All proposals must include a detailed project budget for the scope of services. Subject final negotiation of a final agreement, it is anticipated that the selected contractor will bill for services on a monthly basis. The proposal must also include the method(s) the proposer will use to control project costs and maintain timelines, and must demonstrate by past performance the capacity to control costs and timelines.

Cost files should include at a minimum:

a. A not-to exceed (NTE) total annual budget amount for the 1st, 2nd, and 3rd years.
b. The hourly rates for each supervisor/security officer who will be involved in providing the services.
c. The operational plan for (2) Supervisors and 15 Security Officers.

DELETE COST TABLE IN ITS ENTIRETY

[END]

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Debra Scott, Housing Specialist CMO Housing & Neighborhood

Subject: CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH RSG, INC. TO ASSIST IN THE PREPARATION OF THE FIVE-YEAR CONSOLIDATED PLAN, ONE-YEAR ANNUAL ACTION PLAN, AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

I. SUMMARY

As required by the Department of Housing and Urban Development (HUD), as a recipient of CDBG and other HUD grant funds, the City must prepare a Five-Year Consolidated Plan (Con-Plan), a One-Year Annual Action Plan (Action Plan), a Citizen Participation Plan (CPP), and an Analysis of Impediments to Fair Housing Choice (AI). The City Council is requested to consider approval of an agreement for consultant services to assist staff in preparing these documents.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE the proposed Contract Services Agreement with RSG, Inc. to provide professional services in the preparation of the Five-Year Consolidated Plan, One-Year Annual Action Plan, Citizen Participation Plan, and Analysis of Impediments to Fair Housing Choice, at a cost not to exceed $59,400 (Exhibit No. 4; "Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

Local jurisdictions participating in HUD's formula grant programs, Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Shelter Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA), are required to prepare and submit ConPlans to HUD every five years. The City's most recent ConPlan was prepared in 2015 and covers programs years (PY's) 2015-(beginning July 1, 2015) through 2024 (ending June 20th, 2025). The City is required to prepare and submit a new ConPlan to HUD for PY's 2025-2030 by May 15, 2025.

The ConPlan is a strategic plan for the use of the above noted Federal resources, as well as non-federal resources aimed at achieving similar or related objectives, over that five-year time frame. The City participates in the CDBG program as a direct entitlement recipient and in the HOME program as a recipient of the California Department of Housing and Community Development (HCD). The City does not currently participate in the other two formula grant programs, ESG and HOPWA. However, having an approved ConPlan in place would position the City to potentially qualify for participation in the ESG and HOPWA programs in the future.

As each Annual Action Plan in the five-year time frame of the ConPlan is based on and related to the ConPlan, preparation of the Action Plan for the first year of the new ConPlan cycle (PY 2025) takes place concurrently with the preparation of the ConPlan. Inasmuch as the ConPlan constitutes the strategic plan for the use of the Federal funding and related resources over the five-year period, each Annual Acton Plan constitutes the strategic plan for that particular program year. An updated Citizen Participation Plan (CPP) is also required in connection with the Annual Action Plan.

The CDBG program contains a regulatory requirement of affirmatively furthering fair housing based on Section 808 of the Fair Housing Act. HUD requires grantee jurisdictions to (a) conduct an analysis to identify impediments to fair housing choice within the jurisdiction, (b) take appropriate actions to overcome the effects of any impediments identified through the analysis, and (c) maintain records reflecting the analysis and actions taken in this regard.

The AI is a review of issues and factors creating obstacles to fair housing choice in both the public and private sectors, and includes:

(a) A comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices;

(b) An assessment of how those laws, etc., affect the location, availability, and accessibility of housing;

(c) An assessment of conditions, both public and private, affecting fair housing choice for all protected classes; and

(d) An assessment of the availability of affordable, accessible housing in a range of unit sizes.

In its Fair Housing Planning Guide, HUD suggests that entitlement jurisdictions conduct an AI at the beginning of each ConPlan cycle; therefore, the City is coordinating the preparation of a new AI concurrently with the upcoming ConPlan process.

A Request for Proposals (Exhibit No. 2) for professional services related to preparation of the Five-Year ConPlan, Annual Action Plan, CPP and AI was issued on August 16, 2024, through the City's Planet Bid process to 17 organizations with a response deadline of September 19, 2024. Five proposers responded to the RFP (Exhibit No.1).

Pursuant to CMC 2611(c), the procurement of professional services shall be based on: (i) demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) notice to a number of potential offerors adequate to permit reasonable competition consistent with the nature and requirements of the procurement, or pursuant to issuance of a request for proposals or qualifications. Offerors shall provide evidence that the person or firm carrying out contract responsibilities possesses the expertise and experience to perform the requisite professional services.

After careful review and evaluation of the proposals by staff in accordance with CMC 2611(c) and the terms of the RFP, the proposal of the RSG, Inc. ("RSG") received the highest ranking. (Exhibit No. 3). RSG proposed to perform the services for a not-to-exceed cost of $59,400. Accordingly, staff recommends RSG for the award, and the proposed Agreement has been prepared accordingly.

V. FISCAL IMPACT

No impact to the General Fund. Funds for this purpose are included in the approved program year 2024-25 Annual Action Plan under Program Administration in account number 215-50-720-100-6004.

VI. EXHIBITS

1. Bid Register
2. Request for Proposals No. 24-018
3. RSG, Inc.'s Proposal to Prepare the Five-Year Con-Plan, Annual Action Plan and Analysis of Impediments
4. (Proposed) Contract Services Agreement with RSG, Inc.

Attachments

RFP 24-018 Bid-Register (Exhibit 1).pdf
RFP 24-018 RSG, Inc. Proposal (Exhibit 3).pdf
RFP 24-018 (Exhibit 2).pdf
RSG_Contract_for_Services.pdf

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *REQUEST FOR PROPOSAL (RFP) 24-018 – FIVE-YEAR CONSOLIDATED PLAN – ONE-YEAR ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING*

BID OPENING DATE: *09-19-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Chrysalis Research + Consulting LLC	Jason Wright	9/19 @ 9:57am			
2.	Kimley-Horn Associates Inc.	Surabhi Barbhaya	9/18 @ 3:46pm			
3.	MNS Engineers Inc.	Miranda Patton	9/19 @ 8:09am			
4.	RSG Inc.	Jim Simon	9/18 @ 4:33pm			
5.	The Ramsay Group	Darrell Stamps	9/19 @ 8:41am			
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Kourtney Cullors (Print Legibly) KJC (Initials)

Staff Present: Debra Scott (Print Legibly) D.S (Initials)

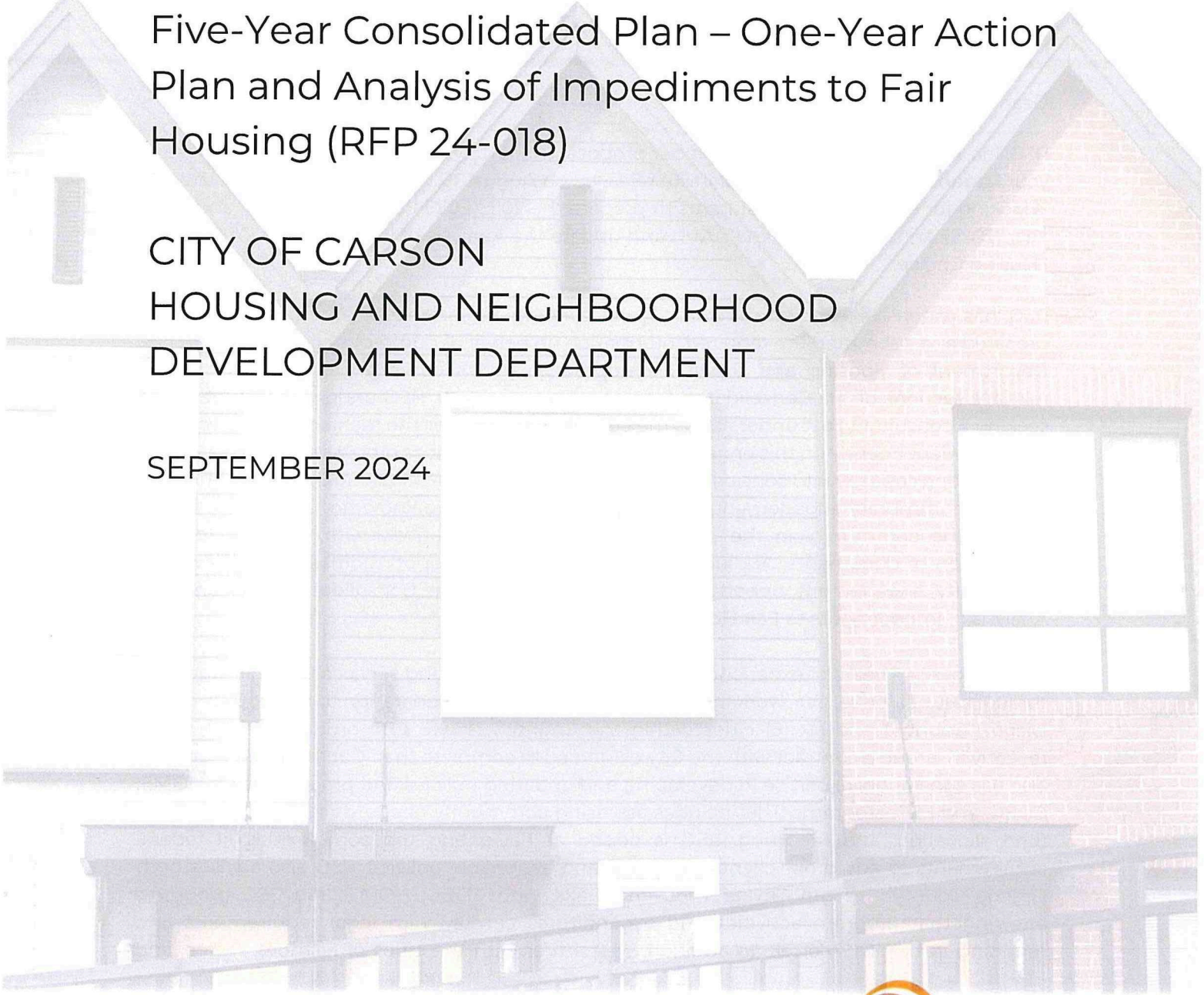
City Clerk: KJC Kourtney Cullors (Signature)

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

REQUEST FOR PROPOSAL - Five-Year Consolidated Plan – One-Year Action Plan and Analysis of Impediments to Fair Housing (RFP 24-018)

CITY OF CARSON HOUSING AND NEIGHBOORHOOD DEVELOPMENT DEPARTMENT

SEPTEMBER 2024



RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

September 18, 2024

Via PlanetBids

Purchasing Manager
CITY OF CARSON
701 E. Carson Street
Carson, CA 90745

PROPOSAL – FIVE-YEAR CONSOLIDATED PLAN – ONE-YEAR ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING (RFP 24-018)

Dear Purchasing Manager:

RSG, Inc. ("RSG") is pleased to submit our proposal to the City of Carson ("City") in response to your Request for Proposals (RFP 24-018) released on August 16, 2024. We understand the City is looking for experienced consultants to prepare the 2025-2029 Consolidated Plan and First-Year (2025) Annual Action Plan ("AAP") and update the Analysis of Impediments ("AI") to Fair Housing Choice.

RSG has extensive experience with federal funding requirements and has successfully prepared and submitted the required information on behalf of numerous clients. To meet U.S. Department of Housing and Urban Development ("HUD") compliance, RSG will draft all relevant sections of the Consolidated Plan specific to the City. RSG understands that City is seeking a consultant that understands the complexities and has the technical skills necessary to work independently on this engagement. The Scope of Services proposed by RSG takes the City's staffing capacity into consideration and was crafted with RSG taking the lead role in data analysis, community engagement, and document drafting. We know how important it is to engage the community in the process and work collaboratively with City staff on the preparation of documents. Additionally, we have looked for opportunities to best leverage community engagement opportunities to both prepare the Consolidated Plan and the Analysis of Impediments to Fair Housing.

RSG has over 44 years of experience providing affordable housing services to public agencies throughout California. Our work includes Consolidated Plan preparation to the County of San Diego ("County") and six (6) cities within the County's HOME Consortium. We were also recently awarded a contract with the City of Merced to complete their Consolidated Plan. RSG also has substantial expertise in developing and updating policies and procedures for HOME, CDBG, and ESG programs. This includes assessing community needs, drafting guidelines for fund allocation, and reporting. RSG is poised at navigating the complexities of federal requirements to equip our clients with clear and actionable policies. RSG also advises both Orange County and the City of Thousand Oaks, with CDBG, HOME, and ESG programs ensuring that program activities and expenditures comply with legal requirements and reporting in the IDIS portal. In addition, we partner with the cities of Fillmore, Tulare, and

Westminster to ensure ARPA SLFRF funds are managed in full compliance with legal standards and are accurately reported in the Treasury portal.

RSG has been a key partner with the City, assisting with various housing programs and projects. Our work includes housing asset management and annual compliance monitoring services for the City's Housing Authority, Post Redevelopment Dissolution Services for the City's Successor Agency, and MRRB Rent Review services for the City. RSG Principal Tara Matthews has also served as the City's Interim Housing Program Manager.

The key personnel assigned to this engagement are available and committed to the extent necessary to meet the City's quality expectations.

RSG discloses that we are in good standing with the California Secretary of State. The Principal-in-Charge of this engagement will be Tara Matthews, who is authorized to enter into contracts with the City. Should you wish to discuss any of the information presented, please contact me at tmatthews@rsgsolutions.com or at 714.316.2111.

Respectfully,

Tara E. Matthews

Tara Matthews, Principal

TABLE OF CONTENTS

Firm's Qualifications & Experience ***1***

About RSG 1
Mission Statement and Core Values 1
Creating and Achieving Strategic Planning Goals 1
State and Federal Regulatory Compliance 2
Community Engagement 2

Firm Experience 3
Personnel 9

Workplan and Schedule ***15***

Project Understanding and Scope of Services 15
Consolidated Plan, Annual Action, and Analysis to Impediments to Fair Housing 15
Analysis of Impediments to Fair Housing (AI/ AFH) 18
Schedule 19

1. Company Certification and Personnel Verification ***20***
2. Client Reference List ***21***
3. Subcontractor List ***22***
4. Modification, Changes or Exceptions to the City's Professional Services Agreement ***23***
5. Cost ***24***
6. Affidavit of Non-Collusion and Non-Discrimination ***25***
7. Affidavit of Non-Federal Lobbyist Requirements ***26***
8. Debarment and Suspension Certificate ***27***
9. W-9 Request for Taxpayer Identification Number and Certification ***28***
10. Acknowledgement of Insurance Endorsements ***29***
Appendix ***30***

FIRM'S QUALIFICATIONS & EXPERIENCE

About RSG

RSG, Inc., is a California-based, Subchapter "S" Corporation. Founded in 1979, the firm is currently managed by active Principals Jim Simon and Tara Matthews. Our corporate address is 170 Eucalyptus Ave., Suite 200, Vista, CA 92084, and we have three hubs in California (San Diego, Los Angeles, and Oakland).

RSG's federal taxpayer identification number is 95-3435849 and state taxpayer identification number is 27600915. RSG is a Small Business Enterprise ("SBE") certified by the California Department of General Services (Certification ID 2006876) and is a California licensed real estate broker (DRE License No. 01933174).

RSG is a creatively charged consultant to California public agencies. We collaborate with the people responsible for creating vibrant places to accomplish their goals. The inspired leaders at RSG create stronger communities capable of achieving bolder futures by bringing more than four decades of native knowledge to each engagement. RSG has proudly worked with over 110 clients in the last year, spanning housing, real estate, economic development, and fiscal health initiatives.

Mission Statement and Core Values

RSG creates solutions to enhance communities' physical, economic, and social future. Our core values define who we are as people and the standards by which we provide services to our clients.



Creating and Achieving Strategic Planning Goals

Affordable housing can uplift and transform a community not only through elevating residents' quality of life, but also increasing diversity, improving neighboring property values, and attracting more businesses and jobs. Understanding community needs and the role strategic planning plays are key steps in advancing the development of affordable housing. RSG evaluates community needs by understanding State and Federal housing goals and requirements, evaluating local housing element goals and RHNA requirements, evaluating local market opportunities and constraints, assessing local community demand and demographics, and understanding local politics and staffing resources.

RSG fully understands the nuances involved in developing both short- and long-term affordable housing strategies and market studies. We help our clients identify appropriate development programming alternatives, explore policy implementation, and identify available financial and real property resources to help reach goals. Some of our areas of expertise include inclusionary housing policies, grant writing, property disposition and leveraging, accessory dwelling unit ("ADU") financing and policies, and local discretionary funding analysis. We work closely with our clients to formulate precise, accurate, and project-specific solutions and analyses.

State and Federal Regulatory Compliance

We understand that regulatory compliance and reporting is a critical aspect of a local government's housing responsibilities. Our redevelopment agency roots have positioned our team well to address regulatory compliance and reporting needs. Understanding this work can be burdensome, time-consuming, and complex for some communities, RSG works closely with our clients to ensure that all annual reporting for housing successor agencies, housing authorities, and cities is completed each year. As the State legislature continues to tighten up on local government housing production and compliance with annual reporting and regulatory compliance, it is imperative that reports accurately reflect community progress towards meeting housing goals.

We have hands-on experience in the administration of public agencies' affordable housing activities for multi-family rental projects and homebuyer assistance programs. RSG ensures that program and project operations are consistent with an applicable bond or other applicable financing provisions, including oversight of a project's financial status, tenant income recertifications, and affordability requirements, together with annual compliance monitoring and regulatory reporting. Additionally, our familiarity and experience with federal regulations positions us to successfully provide services to administer program compliance with the U.S. Treasury's American Rescue Plan Act ("ARPA"), Community Development Block Grant ("CDBG"), Home Investment Partnership Program ("HOME"), Emergency Solutions Grant ("ESG") and other State and Federal grant programs. We understand the importance of federal reporting guidelines and assist our clients with getting into and maintaining compliance.

Community Engagement

RSG's foundation in community engagement has been forged through a wide range of experiences. We are trusted by our clients to facilitate simple and complex public discussions ranging from household needs and shopping preferences to land use, public policy, and gentrification. We are proud to have been selected by communities, cities, and non-profit organizations to assist them in achieving their goals through an insightful process that embodies the belief that the community is the expert, which are the core values we hold as an organization.

Our team has worked on project tasks ranging from small group interviews to coordinating feedback from 3,000 residents and several hundred businesses through surveys, interviews, and workshops. The team is also experienced in working with culturally diverse groups, often in multiple languages, and managing sensitive situations, such as assisting households in

neighborhood relocation projects and discussing potential policies affecting property owners and residents, including rent stabilization and inclusionary housing ordinances.

RSG has been in the affordable housing arena for over 40 years and intimately understands what it takes to see a project come to fruition and maintain affordability. Aside from our in-depth experience in multiple facets of affordable housing, we see providing housing services as an opportunity to embrace, inspire, and create the changes so desperately needed and deserved in communities across the state. To put it simply, we are passionate about affordable housing!

Firm Experience

RSG is currently assisting the Cities of Carlsbad, Encinitas, Escondido, La Mesa, Santee, and Vista, as well as the County of San Diego, in the preparation of their respective Consolidated Plans (Con Plans) for Fiscal Years 2025-2029. Our work across these municipalities involves similar efforts to ensure each plan is tailored to the specific needs and priorities of the local communities while adhering to regional and federal guidelines. For all these cities, as well as the County, RSG is updating the Citizen Participation Plan, conducting community outreach and input sessions, interviewing key stakeholders, analyzing community needs through a detailed needs assessment and housing market analysis, and drafting comprehensive, actionable consolidated plans.

One distinction in our approach is the scale of community engagement; while we are conducting 12 outreach events and workshops for the County, the number of such engagements for each city is appropriately scaled to match their size and specific community needs. Throughout this process, RSG is working closely with city and county staff, community partners, and other stakeholders to ensure that each Consolidated Plan is robust, reflective of local needs, and integrated within a cohesive regional strategy.

We also have experience in preparing and updating policies and procedures for multiple federal funding sources – HOME, CDBG, and ESG. We are an advisor to both Orange County and the City of Thousand Oaks to ensure that program activities and expenditures meet legal requirements and entered accurately into the IDIS portal. We also work with Fillmore, Tulare, and Westminster to ensure the ARPA State Local Fiscal Recovery Funds ("SLFRF") funds are spent in compliance with the law and entered accurately into the Treasury portal.

Our qualifications and responsiveness in serving our clients are demonstrated by our established long-term consulting relationships with dozens of public agency clients throughout the state. The following descriptions provide examples of successfully accomplishing related engagements as identified in the Scope of Services section and demonstrate the collective experience and expertise of the team members assembled for this proposal. We encourage you to contact our references or follow up with additional questions.

<u>County of San Diego – Affordable Housing Services</u>

- Consolidated Plan – RSG is currently assisting the County prepare their Consolidated Plan for Fiscal Years 2025-2029. In this capacity, we are updating the Citizen

Participation Plan, conducting 12 community outreach and input sessions, interviewing stakeholders, analyzing community needs (needs assessment and housing market), and drafting the consolidated plan.

- Accessory Dwelling Unit (ADU) Subsidy Program – RSG researched existing ADU programs to identify requirements, determine outcomes and overall success of the program, identify how the program is funded, and develop best practices. Based on the information gathered, RSG determined whether there was demand for the program and then researched and analyzed ADU construction trends to assist the County in determining the financial feasibility of ADU product types. RSG prepared a detailed comprehensive report based on the collective research completed. The report provided RSG's recommendations on the parameters, guidelines, and supporting analysis for the design of the Program.
- Underwriting – Since 2016, RSG has conducted the underwriting and complete technical evaluations of multiple development proposals for affordable housing projects located throughout San Diego County. In this capacity, RSG has provided a variety of services, including developer reviews, performing subsidy layering analyses, and drafting memorandums providing recommendations.
- Ramona Market Study – RSG evaluated a site located in the Ramona community plan area to determine whether it was suitable for the development of an affordable senior group home. RSG conducted a site assessment to identify the parameters by which an affordable senior group home could be developed on the site, as well as a market assessment to determine the level of local demand for this type of development. Based on our site assessment and market assessment, RSG found the property suitable for an affordable senior group housing development. RSG estimated that the property could be developed with up to 245 living units, a 60,000-square foot senior center, and a parking lot of about 245 spaces. The County moved forward with issuing a Request for Proposals ("RFP") to select a developer for the project.
- Analysis of Rental Income Assistance – RSG assisted the County in analyzing the need for rental income assistance among individual investor landlords in the county. The County used RSG's analysis to inform the development of a new rental assistance program to support "mom and pop" landlords experiencing significant shortfalls in rental payments because of the COVID-19 pandemic. RSG collected data from various reputable sources and estimated the number of small-scale independent landlords who lived in the county and owned five or less residential rental units in the county, the number of their tenants who were significantly delinquent in rent and ineligible for existing rental assistance programs, and the average amount by which these tenants were delinquent.

Lead Staff:	Tara Matthews, Dominique Clark, Cindy Blot, Sara Court
Contact Person:	Felipe Murillo, Housing Analyst 3989 Ruffin Road, San Diego, CA 92123 (858) 694-4807 / Felipe.Murillo@sdcounty.gov.ca
Date of Services:	2016 - Present

City of Carlsbad (Con Plan) - RSG is currently assisting the City of Carlsbad in preparing their Consolidated Plan for Fiscal Years 2025-2029. In this capacity, we are updating the Citizen Participation Plan, conducting two (2) community input meetings, and one (1) stakeholder meeting, drafting community and stakeholder surveys, analyzing community needs (needs assessment and housing market), and drafting the consolidated plan.

Lead Staff: Tara Matthews, Dominique Clark, Cindy Blot

Contact Person: Nicole Piano-Jones
1200 Carlsbad Village Dr., Carlsbad, CA 92008
(442) 339-2191 / Nicole.pianojones@carlsbadca.gov

Date of Services: 2024 - Present

City of Encinitas (Con Plan) - RSG is currently assisting the City of Encinitas in preparing their Consolidated Plan for Fiscal Years 2025-2029. In this capacity, we are updating the Citizen Participation Plan, conducting two (2) community input meetings, and one (1) stakeholder input meeting, drafting community and stakeholder surveys, analyzing community needs (needs assessment and housing market), and drafting the consolidated plan.

Lead Staff: Tara Matthews, Dominique Clark, Cindy Blot

Contact Person: Cindy Schubert, Housing Management Analyst
505 S. Vulcan Avenue, Encinitas, CA 92024
(760) 633-2726 / Cschubert@encinitasca.gov

Date of Services: 2024 - Present

City of La Mesa (Con Plan) - RSG is currently assisting the City of La Mesa in preparing their Consolidated Plan for Fiscal Years 2025-2029. In this capacity, we are updating the Citizen Participation Plan, conducting two (2) community input meetings, drafting community and stakeholder surveys, analyzing community needs (needs assessment and housing market), and drafting the consolidated plan.

Lead Staff: Tara Matthews, Dominique Clark, Cindy Blot

Contact Person: Myra Pina, Sr. Management Analyst
8130 Allison Avenue, La Mesa, CA 91942
(619) 667-1159 / Mpina@cityoflamesa.us

Date of Services: 2024 - Present

City of Santee (Con Plan) - RSG is currently assisting the City of Santee in preparing their Consolidated Plan for Fiscal Years 2025-2029. In this capacity, we are updating the Citizen

Participation Plan, conducting two (2) community input meetings, drafting community and stakeholder surveys, analyzing community needs (needs assessment and housing market), and drafting the consolidated plan.

Lead Staff: Tara Matthews, Dominique Clark, Cindy Blot, Sara Court

Contact Person: Bill Crane, Senior Management Analyst/Grants Coordinator
10601 Magnolia Avenue, Santee, CA 92071
(619) 258-4100 x288 / Bcrane@cityofsanteeca.gov

Date of Services: 2024 - Present

City of Vista (Con Plan) - RSG is currently assisting the City of Vista in preparing their Consolidated Plan for Fiscal Years 2025-2029. In this capacity, we are updating the Citizen Participation Plan, conducting two (2) community input meetings, drafting community and stakeholder surveys, analyzing community needs (needs assessment and housing market), and drafting the consolidated plan.

Lead Staff: Tara Matthews, Dominique Clark, Cindy Blot

Contact Person: Johannah Knieff, Staff Assistant
200 Civic Center Drive, Vista, CA 92084
(760) 643-5256 / Jknieff@ci.vista.ca.us

Date of Services: 2024 - Present

Orange County Community Resources – Affordable Housing Services (Procedures, Housing Successor Annual Reporting, and Project Implementation)

Since 2015, RSG has provided on-call housing consulting services to Orange County Community Resources for a wide variety of housing programs and projects. Our services have included:

- Policies and Procedures Manuals – RSG prepared policy and procedure manuals for the County's CDBG, HOME CoC, and ESG programs, as well as for the use of IDIS and their affordable housing compliance monitoring at properties assisted by the County. The manuals were written broadly enough to ensure compliance with federal requirements while giving staff flexibility to change internal procedures without a need to constantly revise their policies and procedures. RSG continues to work with the City to routinely update the manuals in order to ensure compliance.
- SB 341 Reporting – RSG prepares the annual housing successor agency expenditure report for the County (as well as several other RSG clients). As part of this work, RSG is proactive in engaging our clients in the identification of issues and opportunities for investment to maximize the use of these resources. In this capacity, we have helped the County identify additional funding that was included in their most recent Permanent Supportive Housing NOFA. We also identify and track the use of the

County's HOME funds to ensure they are leveraging funds and meeting legal requirements.

- HOME Compliance – RSG routinely identifies and tracks the use of the County's HOME funds to ensure they are leveraging funds and meeting legal requirements. Activities include conducting a Subsidy Layering Review that includes:
    - Reviewing the developer's development pro forma to determine the reasonableness of estimated development costs, revenue assumptions and proposed financing structure, including, but not limited to, the potential for receiving HOME funds; and
    - Preparing a memorandum detailing our findings and recommendations regarding the economic feasibility of the proposed development, as well as whether the total requested amount of program funding and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or projected rate of return.

  RSG also conducts a Neighborhoods Standard Review that includes determining whether the Project site is of adequate size, exposure, and contour to the proposed development, has adequate utilities, and is not in an area of minority concentration.
- Agreement Preparation – The County also requested that RSG serve as a project coordinator on multiple projects wherein we were responsible for the preparation and oversight of controlling documents. We were responsible for working with legal counsel and coordinating with the entire development team to prepare project closing documents.
- Legislative Monitoring – RSG provides the County with frequent legislative updates regarding matters that may affect them. It is common that we are asked to research or provide input on how legislative matters may impact the work the County does. We most recently advised them on Opportunity Zones.
- Emergency Rental Assistance Program Evaluation – RSG drafted a memo detailing the evaluation of funding sources for emergency rental assistance payment programs derived by the federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act") and from the federal Consolidated Appropriations Act of 2021 ("CAA"). Both funding sources aim to provide financial assistance to tenants who, as a result of the financial hardships caused by COVID-19, were struggling to meet their monthly rental obligations. The memo detailed a comparative analysis of the requirements and intent of both emergency rental assistance payment programs. RSG evaluated the allocated funding amounts, targeted population, eligibility requirements, and application process and weighed in on the advantages and disadvantages for each program.
- Compliance Monitoring – RSG partnered with the County to structure, streamline, and implement procedures for their affordable housing compliance monitoring portfolio. Services included the following:
    - Reviewing and summarizing each project's controlling agreement;
    - Detailing affordability restrictions, funding source amounts, and documentation requirements;

- Creating a manageable database that details project information and tracks compliance data, including inspection dates, annual and quarterly compliance reporting, project contact information, and affordability requirements; and
- Training staff on policies and procedures as it relates to compliance monitoring.

In addition to setting up the compliance structure, RSG assisted with compliance monitoring coordination activities. Services included the following:

- Scheduling on-site monitoring visits;
- Conducting file audit reviews;
- Analyzing income-restricted reporting data;
- Reviewing certificates of compliance to confirm correct set-asides for all income level limits; and
- Collecting management plans.

- Residual Receipt Analysis – RSG provided financial audit services to ensure compliance pursuant to related affordable housing agreements and loan documentation. The audits focused primarily on the review of financial statements and the creation of a cash flow analysis to determine residual receipt revenue for each project. Any variances between the property owner's calculation and RSG's were discussed among all relevant parties.

Finally, RSG was tasked with training staff to take on all monitoring activities and ensure they were properly qualified in the field of compliance review and residual receipts, all while formulating knowledge of policy and procedures with a monitoring manual, previously authored by RSG.

Lead Staff:	Tara Matthews, Cindy Blot
Contact:	Julia Bidwell, Director of Housing & Community Development 1770 N. Broadway, Santa Ana, CA 92706 (714) 480-2991 / Julia.Bidwell@occr.ocgov.com
Date of Services:	2015 – Current

Personnel

RSG dedicates a Principal to each project assignment and creates a core group of project managers and staff who work on the individual assignments on a consistent basis throughout all stages of the contract engagement. Our staff is focused, committed, and passionate about the work we do. We conduct our engagements around our Core Values and are proud of it. We pride ourselves on our ability to appropriately allocate our time and resources to ensure that a project is completed on time and within budget.

RSG has assembled a team of highly qualified consultants with extensive expertise in federal funding, as well as local, state, and federal government processes. Our team is proficient in all aspects of Consolidated Plan preparation, including working closely with municipalities, conducting in-depth analysis, engaging in public outreach, delivering presentations to both the public and officials, and reviewing and updating policies and procedures.

This engagement will be led by Tara Matthews, Principal-in-Charge. Additional RSG staff assisting with the engagement include Dominique Clark, Director and Project Manager; Cindy Blot, Senior Associate; and Sara Court, Associate. Additional staff may be assigned as needed. Please see brief bios below and resumes following. RSG confirms the availability of the Project Manager and identified team members to assist with this project.

Tara Matthews, Principal – Tara will serve as the Principal-in-Charge of this engagement. Tara is a respected housing expert with over 20 years of experience focused primarily on all aspects of affordable housing. Tara oversees RSG's compliance monitoring services and annual reporting requirements at the firm. She manages federal funding compliance work for Orange County, San Diego County, Fillmore, Tulare, and Westminster, and she worked directly on preparing policy and procedure manuals for the County of Orange. Tara also prepared strategies to spend affordable housing funds and leverage properties based on community needs and legal requirements, such as how existing resources could help make progress towards RHNA requirements and Housing Element goals. Plus, she implemented strategies by issuing Requests for Proposals and Notices of Funding Availability. She is a San Diego Housing Federation Policy Committee member and is sought out as a speaker at their annual conference and other housing conferences.

Dominique Clark, Director and Project Manager – Dominique has been with RSG since 2013 and shares her knowledge and proficiency in affordable housing, real estate, and municipal finance to advance client and community objectives. She is currently overseeing the completion of San Diego County's 2025-2029 Consolidated Plan, as well as the 2025-2029 Consolidated Plan for the cities of Carlsbad, Encinitas, Escondido, La Mesa, Santee, and Vista. RSG's work includes facilitating the stakeholder and community meetings, creating stakeholder and community surveys and analyzing survey responses, updating each jurisdictions' Citizen and Community Participation Plan and Consolidated Plan, and presenting at public hearings. Dominique's housing experience includes advising San Diego County in their establishment of an accessory dwelling unit (ADU) subsidy program and conducting site assessments and market studies for potential affordable housing projects. Dominique also provided relocation assistance to residents of a 225-space mobilehome park in the city of Carson, where work included counseling residents one-on-one, verifying household incomes, and drafting correspondence to residents regarding relocation benefit options. She has extensive property management experience and is very familiar with maintaining tenant relationships. She is a licensed California Real Estate Agent (#01989248).

Cindy Blot, Senior Associate – Cindy specializes in federal funding compliance. Since joining RSG in 2021, she has been pivotal in ensuring ARPA expenditure compliance for municipalities like Fillmore, Tulare, and Westminster, while also managing IDIS data input. Notably, Cindy played a key role in updating the CDBG Policy and Procedures manual for the County of Orange and creating an extensive IDIS manual. Currently, Cindy assists several municipalities in developing Five-Year Consolidated Plans, Annual Action Plans, updating Citizen Participation Plans, and conducting community outreach for compliance. Before her time at RSG, Cindy held significant roles as the Director of Community & Economic Development for Fayetteville, NC, and New Bern, NC. Her responsibilities included administering vital programs such as CDBG, HOME, and ESG. She was instrumental in revitalizing severely distressed affordable housing using HUD's Choice Neighborhood grant funds. Cindy's oversight also extended to critical programs like CDBG-DR and HMGP housing relocation initiatives. Additionally, she led grant oversight for major reuse projects like a Workforce Development Training Center, ensuring compliance with EPA grant funds.

Sara Court, Associate – Sara's background includes over 6 years of experience in the public sector providing social services, implementing affordable housing programs, and furthering economic development goals. Most recently, Sara worked for the City of Santa Ana, playing an integral role in the development, implementation and enforcement of the City's Rent Stabilization and Just Cause Eviction Ordinance. Since joining RSG, Sara has utilized her experience to provide advisory and staff support services for Rent Stabilization Ordinances in Pomona and Santa Ana. This includes analyzing best practices for program design, creating informational materials, evaluating landlord and tenant petitions, providing rental registry guidance and support, and responding to constituent inquiries. Currently, Sara is assisting the County of San Diego and City of Santee in drafting their Consolidated Plan, updating the Citizen Participation Plans, reviewing and drafting of community and stakeholder surveys, and hosting community and stakeholder meeting.



TARA MATTHEWS

Principal & Vice President

714.316.2111
tmatthews@rsgsolutions.com

PROFILE

"I enjoy problem solving and working with people who make things happen to improve their community. Seeing a project that I worked on come to fruition is very exciting. I can say, 'I helped make that happen!'"

OUT & ABOUT

San Diego Housing Federation/Policy Committee and Conference Speaker

The Kennedy Commission

California Property Tax Managers Association, Annual Conference Speaker

California State Municipal Finance Officers, Speaker

California Association for Local Economic Development (CALED)

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT TARA

Driven by the passion to improve the lives of all sectors of a community, Tara expertly navigates projects with a comprehensive knowledge of community development, affordable housing, and economic development. The complexity of her projects includes property acquisition and relocation services, development impact fee analyses, and the creation and monitoring of affordable housing projects. Tara is skilled at client collaboration, strategic planning, research and analysis, financial projections, report writing, and outreach.

EDUCATION

Tara joined RSG in 2004. She received a BS in Earth Sciences at the University of California, Santa Cruz, and a Certificate in Urban Planning and Development from the University of California, San Diego. Tara is an active member of the San Diego Housing Federation and serves on its Policy Committee. She shares her knowledge and proficiency in municipal finance, economic development policy analysis, and real estate to advance client and community objectives.

RECENT ENGAGEMENTS

Managing San Diego County's FY 2025-29 Consolidated Plan, including updating the Citizen Participation Plan, conducting community outreach and workshops, interviewing stakeholders, analyzing community needs (needs assessment and housing market), and drafting the plan and tables.

Provided multiple affordable housing services to the County of Orange, including underwriting and subsidy layering analyses, annual reporting and compliance, and updates to policies and procedures for the HOME, ESG, CoC and CDBG programs.

Assisted with compliance and reporting related to the expenditure of America Rescue Plan Act (ARPA) Coronavirus State & Local Fiscal Recovery Funds (SLFRF) for the Cities of Tulare, Fillmore, and Merced.

Advised on and administered rent stabilization programs and policies, including engagements with Escondido, Palmdale, Santa Ana, San Jose, and Pico Rivera.

Assisted the County of San Diego with establishing an accessory dwelling unit (ADU) subsidy program.

Provided interim staffing services for the City of Carson, acting as the Interim Housing Program Manager for the City's mobilehome rent control program.

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.



DOMINIQUE CLARK

Director

714.316.2143
dclark@rsgsolutions.com

PROFILE

"My love for numbers, data, and spreadsheets benefits entire communities, not just one person or one company. I'm grateful that my analytical and project management skills contribute to work that matters to me."

OUT & ABOUT

Licensed California Real Estate Agent (#01989248)

Neighborhood Housing Services of the Inland Empire (NHSIE) Board of Directors

California Association for Local Economic Development (CALED)

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT DOMINIQUE

Dominique shares her knowledge and proficiency in real estate, municipal finance, and affordable housing to advance client and community objectives. Her work includes real estate disposition, pro forma analyses, affordable housing work, fiscal impact analyses, and fiscal consultant and continuing disclosure reports.

EDUCATION

Dominique joined RSG in 2013. She earned a BA in Sociology from Wheaton College and a Master of Public Policy (MPP) from the University of Southern California.

RECENT ENGAGEMENTS

Overseeing the completion of San Diego County's FY 2025-29 Consolidated Plan, including updating the Citizen Participation Plan, conducting community outreach and workshops, interviewing stakeholders, analyzing community needs (needs assessment and housing market), and drafting the plan and tables.

Assisted the City of Westminster in developing and implementing a small business grant program during the COVID-19 pandemic. Assistance included program design, creation of application and eligibility certification forms, application review, application selection via lottery, and communication with applicants.

Assisted the County of San Diego with establishing an accessory dwelling unit (ADU) subsidy program. Analysis included researching ADU subsidy programs in comparable jurisdictions and assessing demand in the County for ADU development.

Annually prepares the City of Irwindale's Housing Authority Annual Report and Housing Successor Compliance Report ("SB 341 Report") and assists City staff in ensuring compliance with State requirements.

Staffed the mobilehome rent control program in the City of Carson, which entails preparing detailed analyses of park expenses and a list of options of justifiable rent increase amounts for the City's Mobilehome Rental Review Board and regularly corresponding and meeting with residents of 21 mobilehome parks.

Provided relocation assistance to residents of a 225-space mobilehome park in the city of Carson. Work includes counseling residents one-on-one, verifying household incomes, and drafting correspondence to residents regarding relocation benefit options.

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CINDY BLOT

Senior Associate

714.316.2118
cblot@rsgsolutions.com

PROFILE

"I am a creative problem solver who enjoys getting deeply connected with my projects."

OUT & ABOUT

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

(*The list below is related to North Carolina.*)

Chamber of Commerce

Rotary Club, Director

Habitat for Humanity

The Entrepreneur Center-Grant Writer/Organizer

SCORE, Counselor

Downtown Business Development Council

ABOUT CINDY

Cindy's background includes community and economic development, asset management, and finance for affordable housing, mixed-income multifamily, and commercial real estate developments. Having worked in commercial banking, Cindy developed strong skills financing complex residential and commercial projects utilizing a variety of funding sources and tax credits. Her community development experience resulted in municipalities being awarded millions of dollars in federal grant funds.

EDUCATION

Cindy joined RSG in October 2021 as a Senior Associate. She received a BS in Business Management and a master's degree in Public Administration, with an emphasis on Economic Development, from Eastern Carolina University. Cindy has worked with multiple municipalities throughout the country, focusing on affordable housing and economic development. Her affordable housing experience includes both 9% and 4% LIHTC transactions, HUD HOME and CDBG projects, and mixed income/mixed use public/private partnership developments. Her economic development experience includes new market and historic tax credit projects and public/private partnership development.

RECENT ENGAGEMENTS

Completing San Diego County's FY 2025-29 Consolidated Plan, including updating the Citizen Participation Plan, conducting community outreach and workshops, interviewing stakeholders, analyzing community needs (needs assessment and housing market), and drafting the plan and tables.

HOME, CDBG, and ESG program compliance and reporting in IDIS and HMIS for the City of Stockton.

Developed Policies and Procedures for Federal Compliance for the County of Orange.

Assisted the Cities of Merced, Fillmore, Tulare, and Westminster with ARPA compliance, program selection, and Treasury portal quarterly reports.

Worked with the City of El Monte in delivering CDBG, HOME, and ESG funds to support affordable housing and economic development.

Loan documentation and program compliance for affordable housing programs for the City of Cypress.

RSG
BETTER COMMUNITIES. BOLDER FUTURES.



SARA COURT

Associate

714.316.2119
scourt@rsgsolutions.com

PROFILE

"I enjoy problem-solving and supporting equitable solutions that empower communities."

OUT & ABOUT

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT SARA

Sara's background includes over 6 years of experience in the public sector providing social services, implementing affordable housing programs, and furthering economic development goals. She is passionate about empowering the communities she works with and enjoys utilizing her skills to implement programs from conceptualization through implementation. Her passion to make a difference in the communities she serves motivates her to adapt and think creatively to problem solve and deliver results.

EDUCATION

Sara has a Bachelor of Arts degree in Family and Human Services from the University of Oregon. She has worked with multiple jurisdictions at the municipal and county levels with a focus on affordable housing. Her affordable housing experience includes overseeing Community Development Block Grant ("CDBG") projects, federal grant administration, administering rental assistance and first-time home ownership programs, and implementing tenant protection ordinances.

RECENT ENGAGEMENTS

Assisting the County of San Diego and City of Santee in drafting their Consolidated Plan, updating the Citizen Participation Plans, reviewing and drafting community and stakeholder surveys, and hosting community and stakeholder meetings.

Developed policies and procedures for the County of Orange to ensure federal compliance standards were met.

Assisted with the development and implementation of Rent Stabilization Ordinances for the Cities of Santa Ana and Pomona including research and policy development, program implementation and administration, community engagement, and processing petitions.

Assisted with the development and implementation of the Rental Registry for the City of Santa Ana including system design, outreach and compliance, and data analysis.

Pre-RSG: Assisted in the allocation, monitoring, and compliance of federal grants at the County of Orange to provide supportive services and address emergency housing needs across the County.

Pre-RSG: Worked at the City of Milpitas to deliver CDBG funds to support affordable housing and economic development.

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WORKPLAN AND SCHEDULE

Project Understanding and Scope of Services

RSG understands that HUD grantees are required to submit various plans to ensure compliance with grant requirements. The City must use the Information Disbursement and Information System ("IDIS") to complete the following plans:

1. Consolidated Plan
2. Annual Action Plans ("AAP")
3. Analysis of Implementation of Impediments to Fair Housing ("AI/AFFH")
4. Citizen Participation Plan ("CPP") revision recommendations

HUD requires recipients of CDBG, HOME, ESG, and HOPWA funds to develop a 5-Year Consolidated Plan every five years and an Annual Action Plan each year. The 5-Year Consolidated Plan is intended to assist states and local jurisdictions in evaluating their affordable housing and community development needs, as well as market conditions, to support data-driven, place-based investment decisions. The year 1 Annual Action Plan is included in the 5-Year Consolidated Plan. The Annual Action Plans outline the expected funding resources for the upcoming year, how the City's intends to allocate these funds, and anticipated outcomes. These plans also serve as the annual grant application to HUD. All HUD grantees must submit their 5-Year Consolidated Plan and Annual Action Plans using the Consolidated Plan template in the Integrated Disbursement and Information System ("IDIS"). RSG has extensive experience with IDIS and has successfully submitted the required information on behalf of numerous clients.

RSG recognizes that the Consolidated Plan provides a foundation for community-wide discussions to identify housing and community development priorities that align with and direct funding from HUD's Community Planning and Development formula block grant programs.

Consolidated Plan, Annual Action, and Analysis to Impediments to Fair Housing

Consolidated Plan – RSG will draft all relevant sections of the Consolidated Plan specific to the City of Carson for input into IDIS, acknowledging that some auto-generated sections may not be applicable. RSG will support the City with inputting required data into IDIS. RSG will collaborate with the City's Housing and Neighborhood Development Department staff and gather the necessary information, perform required analyses, and summarize data to draft the following sections:

- Executive Summary (ES-05) – This section provides a concise overview of the plan's key findings, strategic priorities, community input, funding allocations, and expected outcomes. It serves as a quick guide for stakeholders to understand the plan's main objectives and how it will address community needs over the next five years. RSG will draft a comprehensive Executive Summary for both the Consolidated Plan and the Annual Action Plan.
- The Process (PR 05 through PR 15) – The section details the process undertaken to complete the Consolidated Plan, including the lead and responsible agency and the

community outreach and citizen participation process employed to gather feedback for the Consolidated Plan. RSG will summarize this process and draft for inclusion.

- Needs Assessment (NA 05 through NA 50) – RSG will conduct detailed demographic, socio-economic, and public facility and CIP analysis to determine both housing and non-housing needs in the City as required by HUD.
- Housing Market Analysis (MA 05 through MA 65) – RSG will conduct a housing market analysis, looking at indicators, such as housing product types, rent and sales prices, and affordability. RSG will also evaluate non-housing community development assets that are important in assessing household income potential available to support housing costs, such as business activity, employment and labor statistics, and educational attainment, incorporating the Carson General Plan, the existing 2040 General Plan, the 2021-2029 Housing Elements Update and other relevant studies.
- Strategic Plan (SP 05 through SP 80) – RSG will recommend to City staff strategies and policies addressing the opportunities and needs identified from the community outreach and citizen participation process, the needs assessment, and the market analysis.
- Annual Action Plan – RSG will outline specific activities and funding allocations for the upcoming year, based on the strategic priorities identified in the Consolidated Plan. We will detail how resources will be used to address the community's housing and development needs, set annual goal, and specify the expected outcomes of the funded activities.

RSG will collaborate with City staff to review existing projects, activities, and funding allocations in the current Consolidated Plan to determine what should be carried over, removed, or added. A Draft version will be submitted to City staff for feedback and revision, with close cooperation expected throughout engagement.

We will develop a timeline for completion of the initial draft version of the Consolidated Plan for staff review and comment before a draft of the plan is published for public comment, as well as a timeline for the updating of the draft based on input received at the stakeholder and community meetings, two public hearings, public comments, and comments from staff. City staff will review the updated draft prior to finalization. RSG understands that we would be responsible for submitting one bound and one unbound and reproducible master hard copy of each document, including maps and graphics, along with one copy of the online submission in PDF format. We would also provide electronic copies of all documents and presentation materials, which will become property of the City.

Annual Action Plan – Using the strategies and policies identified in the preparation of the Consolidated Plan, RSG will draft the FY 2025-26 Annual Action Plan. This plan will identify the anticipated funding resources for the upcoming year, allocation strategies, and expected outcomes. RSG will work closely with City staff to ensure that priorities align with the Consolidated Plan and available staffing resources. It is understood that the City will conduct an RFP process to review and select projects for inclusion in the Annual Action Plan.

Community Outreach, Citizen Participation – RSG will support the City in fulfilling all public participation requirements for the development of the Consolidated Plan. Recognizing that the Citizen Participation Plan is a separate document from the FY 2025-26 Annual Action Plan, RSG will begin by reviewing the City's existing Citizen Participation Plan and recommending any necessary updates. RSG will then implement the updated Citizen Participation Plan to

engage the public and stakeholders in the creation of the Consolidated Plan. Our outreach efforts will include:

- RSG will collaborate with the City to conduct a comprehensive review of the current list of potential groups and stakeholders to identify any gaps or outdated contacts, ensuring the list is inclusive and up-to-date, and aligns with HUD minimum stakeholder outreach requirements. This process will involve engaging community leaders, representatives, and advocates from a diverse cross-section of the community. RSG will leverage demographic data to provide data-driven recommendations to include stakeholders representing underserved or emerging populations.

- Once all stakeholders are identified, RSG will efficiently gather essential information by hosting two (2) virtual stakeholder meetings and distributing one (1) stakeholder survey. RSG will create the survey link and serve as a liaison between the City and the stakeholders. The survey will replace 1:1 interviews, capturing the same data, and will be provided via email and offered during the stakeholder meeting. The survey will be designed so it may be posted on social media, the City's website, and shared via email. RSG will summarize the responses from the stakeholders.

- RSG will collaborate with the City to select locations for two (2) community meetings that facilitate diverse participation, particularly from households with low-to-moderate incomes, seniors, people with disabilities, and historically underserved populations. These meetings will give participants the opportunity to share their perspectives, ask questions, and contribute to the planning process. RSG will work closely with the City to determine the most effective meeting format, offering both hybrid and in-person options. Meetings will be scheduled Monday through Friday and offered in the evenings to accommodate various schedules.

- RSG will create a PowerPoint presentation for the stakeholder, community, and public meetings. RSG will work with the City to provide picture and context of past federally funded projects.

- RSG will prepare and distribute one (1) multi-lingual community needs assessment survey through SurveyMonkey or similar software; featuring a QR code for easy distribution via social media and in hard copy format. RSG will collect and summarize the responses in collaboration with City staff. The survey will be available in English. If additional languages are required, RSG assumes that the City will handle any translation needs. The survey format will also be transferrable to hard copies for distribution to households without internet access. The City will be responsible for identifying recipients of the hard copy surveys and managing their distribution by mail.

- RSG will collaborate with the City to develop a timeline for proposed community and stakeholder meetings, including key deadlines for posting of legal notices and advertisements. RSG will take the lead in drafting notices, creating meeting links, and managing the distribution of virtual invites.

Additionally, RSG will compile one (1) resource binder containing a list of data sources, copies of collected data, a history of meetings and surveys, and all relevant documents used to

develop the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and proposed policies and procedures. The binder will be provided in English in a printable PDF format.

We anticipate that mentors and champions will emerge during this process. Guided by our demographic analysis and insights gained throughout the planning process, RSG will target traditionally underrepresented sectors in the community. Our outreach to previously unrepresented communities and individuals will be thorough and detailed. RSG will dedicate significant resources to ensure equity and inclusion in this process.

RSG will analyze the qualitative data from surveys, interviews, and community workshops to develop a comprehensive assessment of the Consolidated Plan's strengths, weaknesses, opportunities, and threats. We will also organize the ideas, needs, and feedback gathered during this process. This community input will play a crucial role in shaping the Strategic Plan portion of the Consolidated Plan. We understand that successful community engagement is essential to the process.

Analysis of Impediments to Fair Housing (AI/ AFH)

RSG will apply the same analytical and data-driven research methods used in updating the Consolidated Plan to the AI/AFH. This includes analyzing qualitative data from surveys, interviews, studies, and research-backed best practices, along with other available resources. Additionally, RSG will collaborate closely with Project Sentinel to ensure that relevant data is effectively incorporated into the plan. In compliance with HUD's interim final rule Affirmatively Furthering Fair Housing ("AFFH"), RSG will complete the AFH assessment tool to assist with identifying fair housing issues pertaining to patterns of integration and segregation, racially and ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs.

To ensure robust community engagement and stakeholder consultation, AI/AFH discussions will be seamlessly integrated into both the stakeholder surveys and meetings. Although HUD does not require separate outreach meetings specifically for AI/AFH components, RSG will make targeted efforts to address fair housing during these sessions. This approach ensures comprehensive participation, particularly from representatives of protected classes under the Fair Housing Act, will minimize duplication of efforts among stakeholders.

To identify impediments, RSG will begin by conducting a comprehensive analysis of local and regional housing patterns, reviewing discriminatory practices, and evaluating zoning and land use policies that may disproportionately impact protected classes. Additionally, RSG will assess disparities in access to public services that could hinder fair housing opportunities. To inform this analysis, RSG will engage with the community through a stakeholder survey and stakeholder meeting, which will include the attendance of members of protected classes, housing advocates, and legal experts. Identified impediments will be ranked based on severity, impact, and feasibility of resolution.

For each impediment, RSG will propose corrective actions, such as zoning reforms, inclusionary housing policies, or strengthened fair housing enforcement through better training and increased penalties. Public awareness campaigns and training for stakeholders will also be recommended to address discriminatory behaviors and improve compliance.

RSG will then develop an action plan with clear timelines and milestones. Short-term goals may include revising zoning codes or launching awareness campaigns, while long-term strategies might focus on developing affordable housing projects or establishing a new fair housing office.

RSG will integrate the AI/AFH into the two (2) Consolidated Plan required public hearings, ensuring it is a key component of the overall review and approval of the Consolidated Plan. During one (1) of these hearings, RSG will attend and present the updated data, supported by graphics, maps, photographs, and detailed information, to facilitate informed feedback from both the public and the governing entity. This comprehensive presentation will ensure the AI/AFH is fully incorporated into the Consolidated Plan's approval process.

RSG will also prepare an executive summary that encapsulates the key recommendations from the AI/AFH, enhanced with relevant graphs, tables, and visual aids. Leveraging the data collected, RSG will identify impediments to fair housing and provide actionable recommendations to address these challenges. In collaboration with the City, RSG will document all efforts undertaken to address AI/AFH issues.

A draft of the AI/FH will be provided to the City for review. Upon approval, the final document will be delivered on a CD in Word format. Additionally, RSG will produce two (2) bound hard copies. A resource binder will also be prepared, containing a comprehensive list of data sources, collected data, history of meetings and surveys, and all relevant documents used in the AI/AFH update, including proposed policies and procedures. All materials will be presented in English.

Schedule

Consolidated Plan: RSG will commence the Consolidated Plan update, including the AI/AHF work, no later than one week after contract award, with an anticipated completion date of approximately May 15, 2025. RSG will work in collaboration with the City to provide draft documents in a timely fashion to allow for ample City review. Furthermore, we understand the lead time required for public hearings and will work with the City to meet the lead times to minimize any sense of urgency while adhering to HUD's required public comment and noticing requirements.

PROPOSED SCHEDULE FOR CON PLAN/AAP/AI/ CPP	
Date	**Activity**
Oct 2024	Execute agreement, kick-off meeting, scheduling, technical consultation.
Oct 2024-Jan 2025	Data research, consultation strategy, review of past CPP, needs assessment, community and stakeholder meetings, identify priorities.
Feb 2025	Preliminary draft of Con Plan and summary findings to City for review and comment
March 2025	1st public hearing at City Council
April 2025	*Additional required meetings for input (if necessary)
April to May 2025	30-day public comment period
May 2025	2nd public hearing at City Council to adopt Plans
May 2025	City to submit Con Plan to HUD

1. COMPANY CERTIFICATION AND PERSONNEL VERIFICATION

Please reference our cover letter for certification on company letterhead of our authorized signer.

Contact Phone Number (760) 633-2726

Project Description Preparing FY 2025-29 Consolidated Plan

Project Start Date 2024 Project End Date Ongoing

Project Amount: $42,000

Bidder's Signature Yara E. Matthews

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.

2. CLIENT REFERENCE LIST

Please find this as a separate attachment uploaded to PlanetBids as required.

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: RSG, Inc.

Number of years as a contractor in the work of this type: 44 years

Three projects/clients references for this type of work:

Client Name County of San Diego

Address 3989 Ruffin Road, San Diego, CA 92123

Contact Name Felipe Murillo, Housing Analyst Contact Email Felipe.Murillo@sdcounty.gov.ca

Contact Phone Number (858) 694-4807

Project Description Affordable Housing Services, including FY 2025-29 Consolidated Plan, underwriting dozens of development proposals, conducting market studies, and review of Homekey, ADU, & rental income assistance programs.

Project Start Date 2016 Project End Date Ongoing

Project Amount: $200,000+ annually

Client Name City of Carlsbad

Address 1200 Carlsbad Village Dr., Carlsbad, CA 92008

Contact Name Nicole Piano-Jones Contact Email Nicole.pianojones@carlsbadca.gov

Contact Phone Number (442) 339-2191

Project Description Preparing FY 2025-29 Consolidated Plan

Project Start Date 2024 Project End Date Ongoing

Project Amount: $45,000

Client Name City of Encinitas

Address 505 S. Vulcan Avenue, Encinitas, CA 92024

Contact Name Cindy Schubert, Housing Management Analyst Contact Email Cschubert@encinitasca.gov

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of RSG, Inc. **("Company")** having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids #** 24-018, dated Aug 16, **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** 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]

Hartford Insurance	Erica Hornaday, Account Manager
Name of Insurer [Print]	**Name, Title [Print]**
Erica Hornaday	09/17/2024
Signature	**Date**

3. SUBCONTRACTOR LIST

Not applicable.

5. COST

RSG estimates that the services will be on a time-and-materials basis with a not-to-exceed fee of **$59,400**. Additional services will be performed on a time-and-materials basis subject to notification to proceed. A breakdown of our cost estimate is provided in the following table. Note that RSG's budget assumes that we would meet with City staff at least once a month to discuss status, feedback, and pending questions.

CITY OF CARSON
FY 2025-2029 CONSOLIDATED PLAN

	Principal $275	Director $275	Sr. Associate $200	Associate $185	Analyst $135	Total
Community Outreach & Citizen Participation						
Citizen Participation Plan	1	2	1	5	0	$1,950
Community Survey	1	3	0	5	3	$2,430
Stakeholder Engagement (2 stakeholder meetings - virtual)	1	3	6	6	5	$4,085
Stakeholder Survey	1	3	0	5	3	$2,430
Community Workshops (2 in-person)	2	14	5	14	10	$9,340
Preparation of Consolidated Plan	5	20	10	20	35	$17,300
City Council Meetings (1)	1	8	3	8	6	$5,365
Resource Binder	1	1	1	3	6	$2,115
Update of AFH	2	8	8	15	0	$7,125
Resource Binder (AFH)	1	1	1	3	6	$2,115
FY 2025-26 Annual Plan	2	5	5	12	0	$5,145
Total	**18**	**68**	**40**	**96**	**74**	**$59,400**

Our firm's current fee schedule can be found below:

Principal/Director	$ 275
Senior Associate	$ 200
Associate	$ 185
Senior Analyst	$ 150
Analyst	$ 135
Research Assistant	$ 125
Technician	$ 100
Clerical	$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services and overnight shipping/express mail costs. We also charge for copies of reports, documents, notices, and support material more than five (5) copies. We bill reimbursable costs at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

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6. AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

Please find this as a separate attachment uploaded to PlanetBids as required.

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.

Tara E Matthews	9/17/2024
Signature	**Date**
Tara Matthews	Principal & Vice President
Printed Name	**Title**

2019.05.08sh

7. AFFIDAVIT OF NON-FEDERAL LOBBYIST REQUIREMENTS

Please find this as a separate attachment uploaded to PlanetBids as required.

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: RSG, Inc. Date: 9/17/2024

Address: 170 Eucalyptus Ave. #200

State: CA Zip Code: 92084 Phone No.: 714.541.4585

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: Tara Matthews Title: Principal & Vice President

Signature: Tara E. Matthews Date: 9/17/2024

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP) 24-018

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

FIVE-YEAR CONSOLIDATED PLAN – ONE-YEAR ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

ISSUE DATE:	**08/16/2024**
QUESTIONS DEADLINE:	**08/29/2024 | 09:00 AM**
PROPOSAL DEADLINE:	**09/19/2024 | 10:00 AM**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this project. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP and any details in PlanetBids, this RFP 24-018 shall control and govern.

To view other bidding opportunities from the City of Carons, please visit:
https://ci.carson.ca.su/Finance/Bidding.aspx

RFP No. 24-018
FIVE-YEAR CONSOLIDATED PLAN – ONE-YEAR ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Table of Contents

A.	Summary	3
B.	Specific Proposal Requirements	4
C.	Questions and Addenda	5
D.	Proposer Qualifications	5
E.	Project Location and Schedule	6
F.	Insurance Requirements	6
G.	Cost Proposal	8
H.	Proposal Opening, Document Review and Award of Contract	8
	Project Scope of Services	9

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. Acknowledgement of Insurance Endorsements
7. Instructions for Entering Electronic Bids
8. Insurance Checklist
9. Sample Professional Services Agreement

A. SUMMARY

The City of Carson; hereinafter referred to as "City", Housing and Neighborhood Development Department is seeking proposals from qualified parties for professional assistance in preparing the required Five-Year Consolidated Plan (ConPlan), One-Year Annual Action Plan (AAP), and Analysis of Implementation of Impediments to Fair Housing (AI), for the City's U.S. Department of Housing and Urban Development (HUD) resources, specifically the Community Development Block Grant (CDBG), as well as other resources at the City's disposal to achieve related objectives over a five-year period. The One-Year AAP will form the strategy for the first year of said five-year period, and the AI will serve as a substantive and logical basis for fair housing planning regarding any impediments to furthering fair housing within the City, as further detailed in the Project Scope and Specifications.

The City intends to award a one-year contract and reserves the right to award one contract or to award multiple contracts to more than one consultant.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in this RFP as it may deem appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal. All proposals must be submitted by the date and time established for the opening of proposals. Proposals submitted after such required date and time will be returned unopened to the sender. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager, or assigned designee.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the proposer's

responsibility to ensure its documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidders are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw."

B. SPECIFIC PROPOSAL REQUIREMENTS

All bids in response to this RFP 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.

Proposers 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 officers. 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 Professional Services Agreement** (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** Include 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	**W-9 Request for Taxpayer Identification Number and Certification** (download from PlanetBids)	Required
10	**Acknowledgement of Insurance Endorsements** (download from PlanetBids)	Required
11	**Professional Services Agreement Template** (for reference only download from PlanetBids)	Required Upon Award

Every document uploaded to PlanetBids must include bidder name and **RFP No. 24-018**.

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 proposal deadline for all interested proposers to review.

All questions must reference both the Section and page number. All questions must be submitted individually and not in paragraph form.

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 under the "Q&A" tab
Use of PlanetBids	PlanetBids	(818) 992-1771
City's Purchasing Process	Josilla Togiola Purchasing Manager	jtogiola@carsonca.gov (310) 830-7600 ext. 1237

D. PROPOSER QUALIFICATIONS

The proposal to be submitted must also include the following, without exception:

1. Introductory Cover Letter. This letter should briefly describe the firm and include the name, address, and telephone number of the contact person. The letter should also include a summary of the firm's understanding of the tasks and overall approach to be taken in addressing each of the items set forth in the Scope of Work. The letter must be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal.

    - A statement of the consultant's interest and understanding of the project.
    - A statement confirming the commitment of key personnel identified in the proposal to the extent necessary to meet the City of Carson's quality expectations.

2. Firm's Qualifications and Experience. Discuss the experience and qualifications of the firm in preparing housing-related studies for municipal governments (particularly Consolidated Plans/Action Plans/AIs, but including related projects such as General Plans and Housing Elements). At least three examples of such work comparable in size and scope to the City of Carson Consolidated Plan/Action Plan/AI should be cited. For each applicable project, please provide the following:
    - Description of the project
    - Role of the firm
    - Roles of staff assigned to the project
    - References, including contact information (telephone number and e-mail address)

Additionally, consultant should provide one (1) copy of a Consolidated Plan completed for another jurisdiction by the firm.

Proposers wo do not meet the minimum qualifications will be disqualified.

Awarded consultant and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

E. PROJECT LOCATION & SCHEDULE

Job location: Remote

Kick-Off Meeting: Date and Time TBD upon contract award and will be conducted at the Community Center located at 801 E. Carson Street, Carson, CA 90745.

Job Work Schedule: Will be determined at the Kick-Off Meeting

Anticipated Project Schedule *(subject to change)*:

Issue RFP	**August 2024**
Bid Due Date	**September 2024**
Award of Contract	**TBD**
Contract Execution & Notice to Proceed	**TBD**

F. INSURANCE REQUIREMENTS

The selected consultant(s) must comply with the insurance requirements detailed in the Professional Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid. Failure to submit may result in City rejecting the bid as being materially non-responsive to this RFP.

If a bidder believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.

Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.

Workers Compensation: Waiver of Subrogation must be checked.

* - if applicable

Description of Operations:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds on GL and Auto policies.
2. GL policy is Primary and Non-contributory.
3. Waiver of Subrogation endorsement in favor of City of Carson OR in favor of additional insured.

Certificate Holder: City of Carson, 701 E Carson Street, Carson, CA 90745

Insurance Carriers: AM Best rating A- VII or Better

GENERAL LIABILITY PROVISIONS:

Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate.

GL Endorsements:

City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds OR blanket additional insured endorsement.

1. Primary and Non-contributory endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

Automobile Liability Provisions:

Coverage form ISO CA 00 01. Minimum limits $1MM single combined limit.

Auto Insurance Endorsements:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

Automobile Liability Provisions:

Coverage form ISO CA 00 01. Minimum limits $1MM single combined limit.

Auto Insurance Endorsements:

3. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds OR blanket additional insured endorsement.
4. Waiver of Subrogation endorsement in favor of City of Carson.

Workers Compensation Provisions:

Statutory Limits for workers comp. Minimum limit of $1MM for Employer Liability.

Work Comp Endorsements:

1. Waiver of Subrogation endorsement in favor of City of Carson.

Professional Liability Insurance Provisions:

1. Appropriate to the services being provided AND limits per stated in the agreement.

Other Insurance Provisions:

1. Environmental Liability Insurance
2. Crime Insurance
3. Bonds

G. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, and not limited to, labor, materials, and equipment required to perform and complete the required work.

The lump sum bid price must include all necessary materials and fees to provide the required services. Permits, licenses and fees must be obtained at the awarded consultant's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

H. PROPOSAL OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All proposals 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 Project Scope and Specifications.

Proposal documents that are submitted on time and meet the minimum requirements will be reviewed by City staff including the City's Assistant Manager, who will make a recommendation to City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price and past performance based on the City's Municipal Code.

No contract exists until the City Council has made the award, and the Public Works Agreement has been fully executed.

The City reserves the right to award one contract or to award multiple contracts to more than one Consultant.

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 RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City.

PROJECT SCOPE OF SERVICES
RFP 24-018
FIVE-YEAR CONSOLIDATED PLAN – ONE-YEAR ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

The City of Carson; hereinafter referred to as "City", Housing and Neighborhood Development Department is seeking proposals from qualified parties for professional assistance in preparing the required Five-Year Consolidated Plan (ConPlan), One-Year Annual Action Plan (AAP), and Analysis of Implementation of Impediments to Fair Housing (AI), for the City's U.S. Department of Housing and Urban Development (HUD) resources, specifically the Community Development Block Grant (CDBG), as well as other resources at the City's disposal to achieve related objectives over a five-year period. The One-Year AAP will form the strategy for the first year of said five-year period, and the AI will serve as a substantive and logical basis for fair housing planning regarding any impediments to furthering fair housing within the City, as further detailed in the Project Scope and Specifications.

The City of Carson intends to use the product of this five-year consolidated planning process to advance economic growth and community revitalization. The scope of work will focus on expanding efforts to revitalize neighborhoods through analysis of community housing market needs, development of targeted area implementation plans, and establishment of targeted economic development areas. It is the City's hope that the consolidated planning process will produce a document that not only directs expenditures of CDBG funds, but also presents a comprehensive five-year plan for community development.

The City's most recent Five-Year ConPlan was completed in 2021. Consequently, the City is due to submit the 2025-2030 ConPlan and One-Year AAP to HUD no later than May 15, 2025. HUD recommends that its grantee jurisdictions complete an AI in conjunction with their ConPlan cycle.

It is the policy of the City to comply with Title VII of the Civil Rights Act of 1968 (also known as the Fair Housing Act), and other applicable laws. The Fair Housing Act requires recipients of U.S. Department of HUD funding to administer programs and activities related to housing and community development in a manner that affirmatively furthers fair housing.

The purpose of the AI is to serve as the substantive, logical basis for fair housing planning, and provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates. It accomplishes this purpose by reviewing the impediments to fair housing that may exist in the private and public sectors in the subject jurisdiction, in accordance with the Fair Housing Act.

FIVE YEAR CONSOLIDATED PLAN:

The consultant shall collaborate with the City's Housing and Neighborhood Development Department staff in the identification, development, scheduling, and implementation of activities designed to complete a Five-Year ConPlan acceptable to HUD. The City of Carson's ConPlan requirements are set forth in 24 CFR (Code of Federal Regulations) Part 91, subparts A, B, C, and F, and in accordance with instructions prescribed by HUD, including tables and narratives. Specific responsibilities of the consultant include:

Prepare a ConPlan and One-Year Annual Action Plan (AAP) using the eCon Planning Suite. The ConPlan and One-Year AAP should address each required element pursuant to Federal regulations as described in 24 CFR 91 and follow the guidelines established by HUD. Utilize "A Desk Guide for Using IDIS to Prepare the Consolidated Plan and One-Year Annual Action Plan" reference https://www.hud.gov/sites/documents/20394conplanmanual.pdf

A. Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
B. Prepare an Executive Summary for the ConPlan.

C. Assist City staff in assessing the existing community need as necessary to develop new strategies, goals, and priorities.
D. Assist City staff with development of new strategies, objectives, priorities, and programs for inclusion in the ConPlan.
E. Develop and incorporate a performance measurement component as required by HUD regulations.
F. Conduct consultations with private entities, public agencies, community groups, and internal City working groups as required.
G. Identify community needs through citizen participation by:
   - Conducting no less than two (2) community meetings;
   - Developing and circulating one (1) community survey; and
   - Completing other additional specific actions as required by HUD.
H. Assist with preparation of public hearing processes to City Council.
I. Provide copies of the draft ConPlan and One-Year AAP; utilize data and mapping in the eCon Planning Suite and complete the electronic submission of the Plan in IDIS;
J. Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop the ConPlan and One-Year AAP, to be retained by the City.
K. Provide periodic progress updates to City staff, , and City Council.

The ConPlan must include, but is not limited to, the following elements:

A. A housing and homeless needs assessment including:

1. The number and type of families in need of housing assistance and what type of assistance would be most suitable;
2. Disproportionate needs of minority groups, if applicable;
3. The nature and extent of homelessness
4. The number of persons requiring supportive housing;
5. The size and characteristics of the population with HIV/AIDS;
6. The number of housing units occupied with low- and moderate-income families with lead-based paint hazards;
7. An analysis of all subsidized housing including the number and type of existing subsidized housing units, e.g., tax credit, Section 8, housing authority(ies); the population served with existing units within Carson and analysis of current capacity measured against the current need for subsidized housing within the city, with identification and recommendations for meeting the needs of underserved populations and reducing, if appropriate, the amount of subsidized housing for overserved populations;
8. The strategy(ies) of the Los Angeles County Development Authority (LACDA), formerly known as Housing Authority of the County of Los Angeles (HACoLA) for improving management and operations of public housing and for improving the living environment of families residing in public housing;
9. Identification of public housing developments participating in an improved public housing authority (PHA) plan (as per 24 CFR 91.201 (b)(1)), including reference to those being funded with other funds that will be covered by the Consolidated Plan; and
10. The number, physical condition, and rehabilitation needs of public housing units.

Relative to the references to housing authorities in the above section, it should be noted that in response to the statewide dissolution of redevelopment agencies, the City of Carson created a Carson Housing Authority to assume the housing-related functions of the former Carson Redevelopment Agency, which include the provision of rental subsidies. However, the Carson Housing Authority does not, at present, own or operate any public housing or provide vouchers such as Section 8. Within Carson, those functions are the responsibility of LACDA.

B. A Housing Market Analysis, consistent with the new Final Rule for the HOME program, which contains:

1. The supply demand, cost, age, and condition of the city's housing stock of all types, including but not limited to single-family homes, multi-family units, mobile homes, rental property, et cetera;
2. The number and percentage of each type of housing unit that should be demolished to resolve surplus and density issue, if any;
3. The number and percentage of blighted properties that could be resolved by demolition, if any;
4. The number and percentage of blighted properties that could be (or should be, based on cost) brought up to code by property rehabilitation;
5. Housing stock available to persons with special needs;
6. Description of areas of minority and low-income concentration; and
7. Incorporation of the subsidized housing information gathered in (A) above.

C. An analysis of housing stock addressing revitalization and balancing of the Carson housing stock by census tract, taking into account all issues above, and incorporating the Carson General Plan (the existing 2040 General Plan, the 2021-2029 Housing Element Update, and other relevant studies/analyses. Analysis should be given to underserved and overserved housing needs in the city, and should include a revitalization strategy by census tract consistent with the General Plan Update, with the goal of rebalancing housing stock to result in increased home ownership, appropriate sustainable levels of rental housing and subsidized housing, with strategies to improve overall housing conditions and residential property values throughout the city.

D. The execution of parts A through C must have strong citizen participation and input as to the needs and desires of residents in terms of appropriate subsidized housing levels and appropriate subsidized housing levels and appropriate revitalization goals and strategies. All information must be referenced as to how it was acquired (e. g., census data, American Community Survey (ACS) data, surveys, et cetera).

E. Other elements as agreed upon.

One-Year Annual Action Plan (AAP), Program Year 2025

As the strategic plan for CDBG and related housing and community development activities over its five-year period, the Five-Year ConPlan forms the basis for the One-Year AAP.

The One-Year AAP serves as the strategy for the use of CDBG and related resources, and the objectives to be accomplished through the use of those resources, during each program year. The One-Year AAP for the first year of the Five-Year ConPlan period, program year July 1, 2025 - June 30, 2026, is prepared in conjunction with, and is incorporated into, the Five-Year ConPlan.

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING (AI)

An AI shall be completed pursuant to HUD guidelines and in accordance with HUD's Fair Housing Planning Guide (available at http://www.hud.gov/fheo/images/fhpg.pdf), which shall be considered the minimum acceptable standard for analysis and documentation. The AI must include the following elements:

- An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been completed that relate to fair housing
- An assessment of the City's prior and current Fair Housing program and activities, including an assessment of agencies currently providing fair housing services in the area.

- The identification of impediments in the public and private sectors affecting all protected classes, listed in order of priority, with proposed methods of corrective actions and strategies to address these identified impediments and affirmatively further fair housing within the City.
- An examination of the housing market and of market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal, and property management.
- An assessment and evaluation of public policies and practices which affect the provision of fair housing, including but not limited to public services, state and local laws, ordinances, and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local housing authority(ies), and property tax policies including, but not limited to, property assessment and tax exemption policies.

Additionally, the following are expected to be completed as part of the Scope of Services:

- Identify the public meetings needed as part of the information gathering process and the potential groups needed to participate. The Consultant will be responsible for the facilitation of such meetings in conjunction with City staff, including preparing agendas, handouts, and other presentation materials as appropriate, as well as maintaining notes and results of each public meeting.
- Provide electronic drafts of the AI report in progress for review and comment by City staff prior to submission of the final document.
- Provide an electronic copy of the final AI report.

The information used to develop the AI is to include, but not be limited to:

- Public policies, practices, and procedures involving housing and housing-related activities.
- Occupancy patterns that might unlawfully limit group homes for persons with disabilities or families with children
- Zoning and land use policies, and tax assessment/abatement practices.
- The nature of, extent, and findings resulting from fair housing complaints, litigation, testing activity, or other data that may highlight the City's achievement of fair housing choice. (Note that a lack of complaints may not mean the jurisdiction is free of problems. The public may be unaware of its fair housing rights or resource, or members of protected classes may lack confidence in government investigative entities.)
- Demographic data regarding the City's population and housing, including:
    a. the availability of accessible housing stock for residents with disabilities;
    b. an analysis of indices of dissimilarity;
    c. the extent to which any demographic group concentrations are due to economic characteristics; and
    d. whether any policies or practices exist which discourage or encourage specific groups to reside in the city of Carson.
- Mortgage and rehabilitation lending patterns by race and ethnic group, including Home Mortgage Disclosure Act (HMDA) data.
- Geographic patterns related to the use of Housing Choice Vouchers and the locations of assisted housing.
- Efforts to assist and serve persons who have limited English proficiency to function more effectively in the housing market and assert their rights under civil rights laws.

The awarded consultant's AI shall include the following tasks in the order listed below:

I. Introduction and Executive Summary of the Analysis
    A. Who conducted the AI
    B. Participants in the AI
    C. Methodology used
    D. How the organization is funded
    E. Conclusions
        1. Impediments identified

2. Action plan to address impediments identified

II. City of Carson Background Data
- A. Demographic data
- B. Income data
- C. Employment data
- D. Housing data/profile
- E. Fair Housing complaint data
- F. Transportation data
- G. Education data
- H. Home Mortgage Disclosure Act (HMDA) data
- I. Fair Housing testing data
- J. Maps
- K. Zoning/land use policies
- L. Interviews/surveys of:
  1. Residents
  2. Community-based organizations
  3. Fair Housing organizations
  4. Housing providers
  5. Realtors
  6. Lenders
  7. Community planning representatives
- M. Other relevant data

III. Evaluation of Carson's current Fair Housing Status
- A. Fair Housing complaints or compliance reviews where charges or findings of discrimination were made
- B. Fair Housing discrimination lawsuits filed by the U. S. Department of Justice, the California Department of Fair Employment and Housing, or private plaintiffs
- C. Reasoning for any trends or evident patterns
- D. Discussion of other Fair Housing concerns or problems

IV. Identification of Potential Impediments to Fair Housing Choice
- A. Public sector
  1. Zoning and Site Selection
  2. Neighborhood Revitalization, Municipal and Other Services, Employment/Housing/Transportation Linkage
  3. Public Housing Authority and Other Assisted/Insured Housing Provider Tenant Selection Procedures; Housing Choices for Certificate and Voucher Holders
  4. Sale of Subsidized Housing and Possible Displacement
  5. Property Tax Policies
  6. Planning and Zoning Boards
  7. Building Codes (Accessibility)

- B. Private sector
  1. Lending Policies and Practices
- C. Public and Private Sector
  1. Fair Housing Enforcement
  2. Informational Programs
  3. Visibility in Housing
- D. Where there is a determination of unlawful segregation by a court or a finding of noncompliance by HUD under Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973, or where the Secretary (of HUD) has issued a charge under the Fair Housing Act regarding assisted housing within a recipient jurisdiction, an analysis of the actions which could be taken by the recipient to help remedy the discriminatory condition, including actions involving the expenditure of funds by the jurisdiction.
- E. Other considerations

V. Assessment of Current Public and Private Fair Housing Programs and Activities within Carson
   A. Agencies addressing Fair Housing
   B. Funding invested
   C. Programs and activities offered

VI. Conclusions and Recommendations
   A. Action Plan
   B. Long-term goals (five years and beyond)
   C. Annual goals

VII. A signature page for the Chief Elected Official (Mayor) will be provided in the final document.

CITIZEN PARTICIPATION PLAN (CPP)

Underlying HUD requirements for the development of Five-Year ConPlans and AIs are requirements at 24 CFR 91.105 requiring that local governments adopt and follow a citizen participation plan. The City's current CPP developed as a result of its most recent ConPlan and AI processes was approved by City Council in 2020. The selected consultant is expected to follow this plan in developing the ConPlan and AI, and also be prepared to provide recommendations to the City regarding revisions to the existing CPP in accordance with updates to 24 CFR 91.105. Key components of the CPP include:

- Limited English Proficiency (LEP)Plan, a detailed plan for providing services and communications for persons and groups for whom English is not their primary language; and
- Accommodations for persons with physical disabilities

Consultant Responsibilities:

The City of Carson expects the consultant to have the capacity to exercise independent judgment and to perform those actions necessary to achieve the project objectives in a manner consistent with those expected of senior technical and management staff. While the consultant will be working under the general direction of the Assistant City Manager and in consultation with Housing and Neighborhood Development Department staff, it should be understood that the City has limited professional staff capacity to support this project and will rely on the personnel, experience, and expertise of the consultant to ensure that all necessary components of the process are completed in a timely manner.

Consultants should prepare their proposals with the assumption that the selected consultant will have primary responsibility for coordinating activities, technical data, analysis, and review of conclusions with the City. The selected consultant will be responsible for carrying out all aspects of the development of the ConPlan, One-Year AAP, and AI in accordance with the Scope of Services.

It is the City's expectation that the consultant will need to produce a significant amount of updated demographic data and other information required to complete the ConPlan and One-Year AAP and AI. City staff will assist the consultant as is practically possible and will share information as is available. As noted under "City Staff Responsibilities", City staff will provide copies of the City's most recent Five-Year ConPlan, subsequent AAPs, AI, General Plan Update and Housing Element to be used as references in developing the new ConPlan. However, the consultant will be responsible for revisiting these documents to determine if the information continues to be relevant based on current needs and conditions and making recommendations accordingly.

The Consultant will be responsible for completing the 2025-2030 Five-Year ConPlan and Program Year 2025 AAPlan and AI for submission to HUD by the May 15, 2025 deadline. Because there are numerous components of the ConPlan to schedule, including meetings with the public, and City

Council, it is the intention of City staff to meet with the consultant at the kick-off meeting to commence the project. An early task will be to develop a detailed calendar for the work, which must meet the guidelines for completion including but not limited to:

- Meaningful involvement of citizens, community-based organizations, and providers of housing and social services in the planning process
- Regular consultation with City staff, and City Council
- Facilitation of public presentations, meetings, and hearings as appropriate

CITY STAFF RESPONSIBILITIES:
The City will provide copies of all existing relevant plans, data, and documents, including:

- Contact lists of local agencies, neighborhood associations, special interest groups, and others to be invited to participate in the process;
- Copies of zoning, subdivision, and related land use regulations;
- The 2020-2025 Five-Year Consolidated Plan and subsequent Annual Action Plans;
- City of Carson General Plan (the existing 2040 General Plan as well as the updated 2021-2029 Housing Element;
- Current community development programs, policies, and initiatives, neighborhood support strategies, capital improvement plans, and related materials;
- Related HUD data; and
- Additional information the Consultant deems relevant or essential to the completion of the project.

City staff will also be responsible for arranging, scheduling, and providing facility space for meetings, including meetings with public officials, as well as handling community and stakeholder notification for all meetings and interviews as needed.

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RSG, INC.

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and RSG, 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

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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.

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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 **Fifty-Nine Thousand Four Hundred Dollars and No Cents ($59,400.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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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.

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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:

Tara Mathews	Principal & Vice President
(Name)	(Title)

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

(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 Debra Scott, Housing Specialist, or such other person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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] DS _____
> 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,

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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

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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

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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.

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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.

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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.

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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.

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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 DS JM

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]

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

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:

RSG, INC., a California corporation

By: DocuSigned by: Tara Matthews 3691F98D72A442C...
Name: Tara Matthews
Title: Vice President & Treasurer

By: DocuSigned by: James Simon A808F5196B2C4D0...
Name: James Simon
Title: President & Secretary
Address: 170 Eucalyptus Ave., Suite 200
Vista, CA 92084

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.

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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: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. General: The U.S. Department of Housing and Urban Development ("HUD") requires recipients of CDBG, HOME, ESG, and HOPWA grant funds to develop a Five-Year Consolidated Plan ("ConPlan") once every five years and an Annual Action Plan ("AAP") each year, as well as the associated Citizen Participation Plan ("CPP"). HUD also recommends that grantees complete an Analysis of Impediments to Fair Housing ("AI/AFH") in conjunction with their ConPlan cycle. All HUD grantees must submit their plans using the Consolidated Plan template in the Integrated Disbursement and Information System ("IDIS"). As a HUD Grantee, the City is subject to these requirements. The City's most recent ConPlan was completed in 2021. Consequently, the City is due to submit its 2025-2030 ConPlan, an AAP for Fiscal Year 2025-26, an updated associated CPP, and the AI/AFH to HUD no later than May 15, 2025. Subject to City approval, Consultant will prepare these plans and the associated analyses for the City. The work shall be completed in time for City to meet the foregoing deadline, with ample time allotted for City review, any resulting edits, and City approval prior to submittal. The final work product shall be acceptable to HUD, include all required elements and contents, and otherwise be in compliance with all applicable federal regulations including 24 CFR (Code of Federal Regulations) Part 91, subparts A, B, C and F, applicable grant requirements and instructions prescribed by HUD (including "A Desk Guide for Using IDIS to Prepare the Consolidated Plan and One-Year Annual Action Plan"), and applicable provisions of the Fair Housing Act.

B. Consolidated Plan

1. Consultant will draft all relevant sections of the ConPlan specific to the City for input into IDIS, acknowledging that some auto-generated sections may not be applicable. Consultant will support the City with inputting required data into IDIS. Consultant will collaborate with the Contract Officer and gather the necessary information, perform required analyses, and summarize data to draft the following sections:

   (a) Executive Summary (ES-O5) - This section provides a concise overview of the plan's key findings, strategic priorities, community input, funding allocations, and expected outcomes. It serves as a quick guide for stakeholders to understand the plan's main objectives and how it will address community needs over the next five years. Consultant will draft a comprehensive Executive Summary for both the ConPlan and the AAP.

   (b) The Process (PR 05 through PR 15) - The section details the process undertaken to complete the ConPlan, including the lead and responsible agency and the community outreach and citizen

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

participation process employed to gather feedback for the ConPlan. Consultant will summarize this process and draft for inclusion.

(c) Needs Assessment (NA 05 through NA 50) - Consultant will conduct detailed demographic, socio-economic, and public facility and CIP analysis to determine both housing and non-housing needs in the City as required by HUD.

(d) Housing Market Analysis (MA 05 through MA 65) - Consultant will conduct a housing market analysis, looking at indicators, such as housing product types, rent and sales prices, and affordability. Consultant will also evaluate non-housing community development assets that are important in assessing household income potential available to support housing costs, such as business activity, employment and labor statistics, and educational attainment, incorporating the City's General Plan, the 2021-2029 Housing Element Update and other relevant studies.

(e) Strategic Plan (SP 05 through SP 80) - Consultant will recommend to the Contract Officer strategies and policies addressing the opportunities and needs identified from the community outreach and citizen participation process, the needs assessment, and the market analysis.

(f) Annual Action Plan - Consultant will outline specific activities and funding allocations for the upcoming year, based on the strategic priorities identified in the ConPlan. Consultant will detail how resources will be used to address the community's housing and development needs, set annual goals, and specify the expected outcomes of the funded activities.

2. Consultant will collaborate with City staff to review existing projects, activities, and funding allocations in the current ConPlan to determine what should be carried over, removed, or added. A Draft version will be submitted to City staff (via the Contract Officer) for feedback and revision, with close cooperation expected throughout the engagement.

3. Consultant will develop a precise timeline for completion of the initial draft version of the ConPlan for City staff review and comment before a draft of the ConPlan is published for public comment, as well as a timeline for the updating of the draft based on input received at the stakeholder and community meetings, two public hearings, public comments, and comments from staff. City staff will review the updated draft prior to finalization. Consultant will be responsible for submitting one bound and one unbound and reproducible master hard copy of each document (i.e., the ConPlan, the AAP, the CPP, and the AI/AFH), including maps and graphics, along with one copy of the online submission in PDF format. Consultant will also

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

provide electronic copies of all documents and presentation materials, which will become property of the City as provided in Section 6.3 of this Agreement.

C. Annual Action Plan.

1. Using the strategies and policies identified in the preparation of the ConPlan, Consultant will draft the City's FY 2025-26 AAP. This plan will identify the anticipated funding resources for the subject fiscal year, allocation strategies, and expected outcomes. Consultant will work closely with City staff (via the Contract Officer) to ensure that priorities align with the ConPlan and available staffing resources.

D. Community Outreach, Citizen Participation.

1. Consultant will support the City in fulfilling all public participation requirements for the development of the ConPlan. Recognizing that the Citizen Participation Plan ("CPP") is a separate document from the FY 2025-26 AAP, Consultant will begin by reviewing the City's existing CPP (approved by the City Council in 2020) and recommending any necessary updates, which may include changes required in accordance with updates to 24 CFR 91.105. Consultant will then implement the updated CPP to engage the public and stakeholders in the creation of the ConPlan. Consultant's outreach efforts will include:

   (a) Consultant will collaborate with the City to conduct a comprehensive review of the current list of potential groups and stakeholders to identify any gaps or outdated contacts, ensuring the list is inclusive and up-to-date, and aligns with HUD minimum stakeholder outreach requirements. This process will involve engaging community leaders, representatives, and advocates from a diverse cross-section of the community. Consultant will leverage demographic data to provide data-driven recommendations to include stakeholders representing underserved or emerging populations.

   (b) Once all stakeholders are identified, Consultant will efficiently gather essential information by hosting two (2) virtual stakeholder meetings and distributing one (1) stakeholder survey. Consultant will create the survey link and serve as a liaison between the City and the stakeholders. The survey will replace 1:1 interviews, capturing the same data, and will be provided via email and offered during the stakeholder meeting. The survey will be designed so it may be posted on social media, the City's website, and shared via email. Consultant will summarize the responses from the stakeholders.

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(c) Consultant will collaborate with the City to select locations for two (2) community meetings that facilitate diverse participation, particularly from households with low-to-moderate incomes, seniors, people with disabilities, and historically underserved populations. These meetings will give participants the opportunity to share their perspectives, ask questions, and contribute to the planning process. Consultant will work closely with the City to determine the most effective meeting format, offering both hybrid and in-person options. Meetings will be scheduled Monday through Friday and offered in the evenings to accommodate various schedules.

(d) Consultant will create a PowerPoint presentation for the stakeholder, community, and public meetings. Consultant will work with the City to provide picture and context of past federally funded projects.

(e) Consultant will prepare and distribute one (1) multi-lingual community needs assessment survey through SurveyMonkey or similar software; featuring a QR code for easy distribution via social media and in hard copy format. Consultant will collect and summarize the responses in collaboration with City staff. The survey will be available in English. If additional languages are required, the any translation needs would be considered outside this Scope of Services. The survey format will also be transferrable to hard copies for distribution to households without internet access. The City will be responsible for identifying recipients of the hard copy surveys and managing their distribution by mail.

(f) Consultant will collaborate with the City to develop a timeline for proposed community and stakeholder meetings, including key deadlines for posting of legal notices and advertisements. Consultant will take the lead in drafting notices, creating meeting links, and managing the distribution of virtual invites.

2. Additionally, Consultant will compile one (1) resource binder containing a list of data sources, copies of collected data, a history of meetings and surveys, and all relevant documents used to develop the ConPlan, AAP, CPP, and proposed policies and procedures. The binder will be provided in English in a printable PDF format.

3. Guided by its demographic analysis and insights gained throughout the planning process, Consultant will target traditionally underrepresented sectors in the community. Consultant's outreach to previously unrepresented communities and individuals will be thorough and detailed. Consultant will dedicate significant resources to ensure equity and inclusion in this process.

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4. Consultant will analyze the qualitative data from surveys, interviews, and community workshops to develop a comprehensive assessment of the ConPlan's strengths, weaknesses, opportunities, and threats. Consultant will also organize the ideas, needs, and feedback gathered during this process. This community input will play a crucial role in shaping the Strategic Plan portion of the ConPlan. Consultant understands that successful community engagement is essential to the process.

E. Analysis of Impediments to Fair Housing (AI/AFH).

1. Consultant will apply the same analytical and data-driven research methods used in updating the ConPlan to the AI/AFH. This includes analyzing qualitative data from surveys, interviews, studies, and research-backed best practices, along with other available resources. In compliance with HUD's interim final rule Affirmatively Furthering Fair Housing ("AFFH"), Consultant will complete the AFFH assessment tool to assist with identifying fair housing issues pertaining to patterns of integration and segregation, racially and ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs.

2. To ensure robust community engagement and stakeholder consultation, AI/AFH discussions will be seamlessly integrated into both the stakeholder surveys and meetings. Although HUD does not require separate outreach meetings specifically for AI/AFH components, Consultant will make targeted efforts to address fair housing during these sessions. This approach ensures comprehensive participation, particularly from representatives of protected classes under the Fair Housing Act, and will minimize duplication of efforts among stakeholders.

3. To identify impediments, Consultant will begin by conducting a comprehensive analysis of local and regional housing patterns, reviewing discriminatory practices, and evaluating zoning and land use policies that may disproportionately impact protected classes. Additionally, Consultant will assess disparities in access to public services that could hinder fair housing opportunities. To inform this analysis, Consultant will engage with the community through a stakeholder survey and stakeholder meeting, which will include the attendance of members of protected classes, housing advocates, and legal experts. Identified impediments will be ranked based on severity, impact, and feasibility of resolution.

4. For each impediment, Consultant will propose corrective actions, such as zoning reforms, inclusionary housing policies, or strengthened fair housing enforcement through better training and increased penalties. Public awareness campaigns and training for stakeholders will also be recommended to address discriminatory behaviors and improve compliance.

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5. Consultant will then develop an action plan with clear timelines and milestones. Short-term goals may include revising zoning codes or launching awareness campaigns, while long-term strategies might focus on developing affordable housing projects or establishing a new fair housing office.

6. Consultant will integrate the AI/AFH into the two (2) ConPlan required public hearings, ensuring it is a key component of the overall review and approval of the ConPlan. During one (1) of these hearings, Consultant will attend and present the updated data, supported by graphics, maps, photographs, and detailed information, to facilitate informed feedback from both the public and the governing entity. This comprehensive presentation will ensure the AI/AFH is fully incorporated into the ConPlan's approval process.

7. Consultant will also prepare an executive summary that encapsulates the key recommendations from the AI/AFH, enhanced with relevant graphs, tables, and visual aids. Leveraging the data collected, Consultant will identify impediments to fair housing and provide actionable recommendations to address these challenges. In collaboration with the City, Consultant will document all efforts undertaken to address AI/AFH issues.

8. A draft of the AI/AFH will be provided to the City for review. Upon approval, the final document will be delivered on a CD in Word format. Additionally, Consultant will produce two (2) bound hard copies. A resource binder will also be prepared, containing a comprehensive list of data sources, collected data, history of meetings and surveys, and all relevant documents used in the AI/AFH update, including proposed policies and procedures. All materials will be presented in English.

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 City.

III. Consultant will utilize the following personnel to accomplish the Services:

A. Tara Mathews, Principal

B. Dominique Clark, Director and Project Manager

C. Cindy Blot, Senior Associate

D. Sara Court, Associate

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[None]

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services on a time and materials basis, subject to a cap of $59,400 for performance (to completion) of all Services; stated differently, if Consultant's time and materials costs for performance (to completion) of all Services would otherwise exceed $59,400 based on the rates set forth in this Exhibit "C" below, then Consultant shall perform all Services (to completion) for the fee of $59,400. A breakdown of Consultant's time and materials cost estimate is provided in the following table; this budget assumes Consultant will meet with City staff at least once a month to discuss status, feedback, and pending questions.

	Principal $275	Director $275	Sr. Associate $200	Associate $185	Analyst $135	Total
Community Outreach & Citizen Participation						
Citizen Participation Plan	1	2	1	5	0	$1,950
Community Survey	1	3	0	5	3	$2,430
Stakeholder Engagement (2 stakeholder meetings - virtual)	1	3	6	6	5	$4,085
Stakeholder Survey	1	3	0	5	3	$2,430
Community Workshops (2 in-person)	2	14	5	14	10	$9,340
Preparation of Consolidated Plan	5	20	10	20	35	$17,300
City Council Meetings (1)	1	8	3	8	6	$5,365
Resource Binder	1	1	1	3	6	$2,115
Update of AFH	2	8	8	15	0	$7,125
Resource Binder (AFH)	1	1	1	3	6	$2,115
FY 2025-26 Annual Plan	2	5	5	12	0	$5,145
Total	**18**	**68**	**40**	**96**	**74**	**$59,400**

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 any and all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $59,400, as provided in Section 2.1 of this Agreement.

V. The Consultant's hourly billing rates for all personnel are as follows:

A. Principal/Director: $275

Docusign Envelope ID: DE33BC9B-576C-4EC8-865F-68CC9AD898B7

B. Senior Associate: $200

C. Associate: $185

D. Senior Analyst: $150

E. Analyst: $135

F. Research Assistant: $125

G. Technician: $100

H. Clerical: $60

VI. Reimbursable expenses: Consultant will not charge City for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, Consultant will charge City for any messenger services and overnight shipping/express mail costs. Consultant will also charge for any copies of reports, documents, notices and support material more than five (5) copies. Reimbursable expenses are charged at cost plus 10%.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

PROPOSED SCHEDULE FOR CON PLAN/AAP/AI/ CPP	
Date	**Activity**
Oct 2024	Execute agreement, kick-off meeting, scheduling, technical consultation.
Oct 2024-Jan 2025	Data research, consultation strategy, review of past CPP, needs assessment, community and stakeholder meetings, identify priorities.
Feb 2025	Preliminary draft of Con Plan and summary findings to City for review and comment
March 2025	1st public hearing at City Council
April 2025	*Additional required meetings for input (if necessary)
April to May 2025	30-day public comment period
May 2025	2nd public hearing at City Council to adopt Plans
May 2025	City to submit Con Plan to HUD

Consultant will commence the Consolidated Plan update, including the AI/AHF work, no later than one week after the date of full execution of this Agreement, with a completion date (inclusive of all City review and approval periods) of no later than May 15, 2025. Consultant will work in collaboration with the City to provide draft documents in a timely fashion to allow for ample City review. Consultant will work with the City to meet the lead times required for public hearings and minimize any sense of urgency while adhering to HUD's required public comment and noticing requirements.

Consultant will develop a precise timeline for completion of the initial draft version of the ConPlan for City staff review and comment before a draft of the plan is published for public comment, as well as a timeline for the updating of the draft based on input received at the stakeholder and community meetings, two public hearings, public comments, and comments from staff. Said timelines are subject to Contract Officer approval and compliance with this Agreement. After submitting the preliminary draft of the Con Plan and summary findings to the City for review and comment, Consultant will promptly respond to any City requests for edits, including promptly making any edits as directed or approved by the City, as necessary to meet the foregoing schedule.

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security
{{customField.department}} {{customField.division}}

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. 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. Purchasing Waiver

Prepared by: Gary Carter, Director, Information Technology & Security Department

Attachments

City of Carson_United States_08-21-2024_RingCentral_Enterprise MSA (4).pdf
(Carson) Purchasing_Waiver_- Ring Central 20241009 (updated).pdf

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: November 01, 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 Unlimited* Advanced		$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.

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

Non-Standard Terms

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/.
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.
3. **California Cooperative Agreement Contract Number 7-17-70-40-03** must appear on:
   a. The Quest (on behalf of RingCentral) invoice to the NASPO-VP Member;
   b. The NASPO-VP Member's Purchase Order; and
   c. RingCentral quotations to the NASPO-VP Member;
4. NASPO-VP Member's payment terms are net forty-five (45) days.
5. **Renewal**: Subscription renewal(s) 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.
6. 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.
7. 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).

[Signatures on Following Page]

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: Chris Donan
Title: _____	Title: VP Majors & Mid-Market Sales
Date: _____	Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date; _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

RingCentral

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (**"Effective Date"**) and made between:

Customer	RingCentral
City of Carson	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Chris Donan
Title: _____	Title: VP Majors & Mid-Market Sales
Date: _____	Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date; _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

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

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 until the last Order Form is terminated or expires 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"**). Prior to the expiration of the Initial Term or thereafter any Renewal Term, any renewal of services shall only be valid and enforceable when RingCentral receives written confirmation by an agreement signed by the Customer no less than thirty (30) days prior to such expiration of any renewal period (each such occurrence a "Renewal 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.

A. **Termination for Cause.** Either Party may terminate this Agreementand. 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 for Cause), 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..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.

C. **Termination for Convenience.** Customer may terminate this Agreement for convenience by providing RingCentral with thirty (30) days' advance notice, subject to payment of any amounts due under this Agreement for Services rendered up to the effective date of such termination. Cancelation of the purchase or rental of any equipment will be conditioned to the equipment being returned in good condition (ordinary wear and tear excepted) within thirty (30) days of the termination notice. These returns are subject to the applicable purchase or rental terms..

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 AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTHS. 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. 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. Customer Obligations. Customer understands and agrees that it shall be solely responsible for: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

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) sole control 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 Indemnified Party's express written consent (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 without 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 and endorsement 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 seven (7) 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.

T. Limitation of Liability

a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE OF TELEPHONE HARDWARE DURING SHIPPING HEREUNDER SHALL BE LIMITED TO AND SHALL UNDER NO CIRCUMSTANCES EXCEED 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 fhas 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; Export

a. Customer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of: (i) the United States ("US") including its Export Administration Regulations; (ii) the European Union ("EU") and countries within the European Free Trade Area ("EFTA"); and (iii) any other government with jurisdiction (collectively the "Export Control Laws") and Customer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Customer acknowledges that the US government and/or the member states of the EU and EFTA, or another country's government, may require licensing or other authorization prior to export.

b. 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 with jurisdiction. Customer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to prohibited companies or individuals, as defined by applicable Export Control Laws.

c. It is Customer'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 by RingCentral pursuant to Section 7 Customer will also be responsible to comply with the importation regulations applicable in the country of destination of the Products. RingCentral shall not be responsible for any costs, importation duties, liabilities or damages resulting from Customer's failure to obtain any such required authorization. Customer understands that the Export Control Laws and importation laws may change from time to time. It is Customer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

d. 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.Customer 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

These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Customer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Customer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract for the sale and purchase of Products as defined herein between RingCentral and the Customer or any of its subsidiaries shall be subject to these Conditions, unless Customer and RingCentral have signed a separate agreement regarding the subject matter herein, in which case the separate agreement will govern. Customer shall be deemed to have accepted these Conditions by the earlier of: (i) indicating acceptance to these Conditions through the Website, (ii) submitting a Purchase Order through the Website; or (iii) accepting Products from RingCentral.

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 automatically deemed to have purchased the Rental Device(s) pursuant to Section C (ii) below, no invoice need 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 five (5) 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 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 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). 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 five (5) 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 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 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

EACH DAAS DEVICE AND ANY HARDWARE RENTED OR PURCHASED IN CONNECTION WITH THIS DAAS AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER CANADIAN LAW OR ANY PROVINCE THEREOF. RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY DAAS DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY DAAS DEVICE SHALL BE BORNE SOLELY BY YOU.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

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.

1.

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 **$238,955.40**

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
10/9/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter, IT & Security Director
Date: 10/9/2024

**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:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO. 1649: TRAFFIC SIGNAL INTERSECTION UPGRADES - AVALON BOULEVARD AT VICTORIA STREET, MAIN STREET AT SEPULVEDA BOULEVARD, MAIN STREET AT 223RD STREET, AND FIGUEROA STREET AT TORRANCE BOULEVARD (CITY COUNCIL).

I. SUMMARY

Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Boulevard at Victoria, Main Street at Sepulveda, Main Street at 233rd Street, and Figueroa Street at Torrance Boulevard is included in the City's Capital Improvement Program (CIP) list (Exhibit No. 1). The project plans, specifications, and estimates (PS&E) prepared by ADVANTEC Consulting Engineers, Inc. are available for review in the City Engineer's Office. The estimated project construction cost is $2,987,000. Staff is now requesting City Council to make the California Environmental Quality Act (CEQA) finding that this project is categorically exempt and authorize staff to record this action with the Los Angeles County Clerk and with the State Clearing House at the Governor's Office of Planning and Research.

II. RECOMMENDATION

TAKE the following actions:

1. MAKE the California Environmental Quality Act finding that the proposed Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 223rd St., and Figueroa St. at Torrance Blvd. Project are categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.
2. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk for Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd. , Main St. at 233rd St., and Figueroa St. and Torrance Blvd. (Exhibit No. 2).

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 City's Capital Improvement Program (CIP) calls for the construction of Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 233rd St., and Figueroa St. at Torrance Blvd. The Project includes the construction of roadway and traffic signal modifications at four existing traffic signal-controlled intersections in the City of Carson.

The Plans, Specifications and Estimates (PS&E) for Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 233rd St., and Figueroa St. at Torrance Blvd. have been completed by ADVANTEC Consulting Engineers, Inc. and reviewed by the Engineering Services Division of the Public Works Department. A copy of the plans, specifications and estimates is available in the City Engineer's Office.

Based on California Environmental Quality Act (CEQA) guidelines, the proposed project is categorically exempt according to Section 15301 of CEQA. The following sections apply to the Traffic Signal Installation at Six Intersections Project:

o Section 15301(c): Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

o Section 15301(d): Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as an earthquake, landslide, or flood.

The period of performance to complete the Project is twelve (12) months from the issuance of the Purchase Order. However, staff will seek completion of the Project ahead of this time-frame if it can do so without sacrificing quality of the deliverables.

The approximate timeline for the project is as follows:

Approval of PS&E	[Completed September 2024]
CEQA finding	October 2024
Advertise Invitation for Bids	November 2024
Award of Construction Contract	December 2024
Contract Execution	December 2024
PO Issuance	January 2025
Start of Construction	February 2025
Completion of Construction	February 2026

V. FISCAL IMPACT

No funding is being requested as part of this staff report. Staff is merely asking for approval to file a CEQA categorical exemption and authorization to submit a Notice of Exemption accordingly. The preliminary estimated construction cost of the project is $2,987,000. The final project cost will be determined when bids are received. The project will be funded by HSIP grant funds and Development Impact Fee (DIF) MBK Traffic funds.

VI. EXHIBITS

1. Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 233rd St., and Figueroa St. and Torrance Blvd. Location Map
2. Notice of Exemption

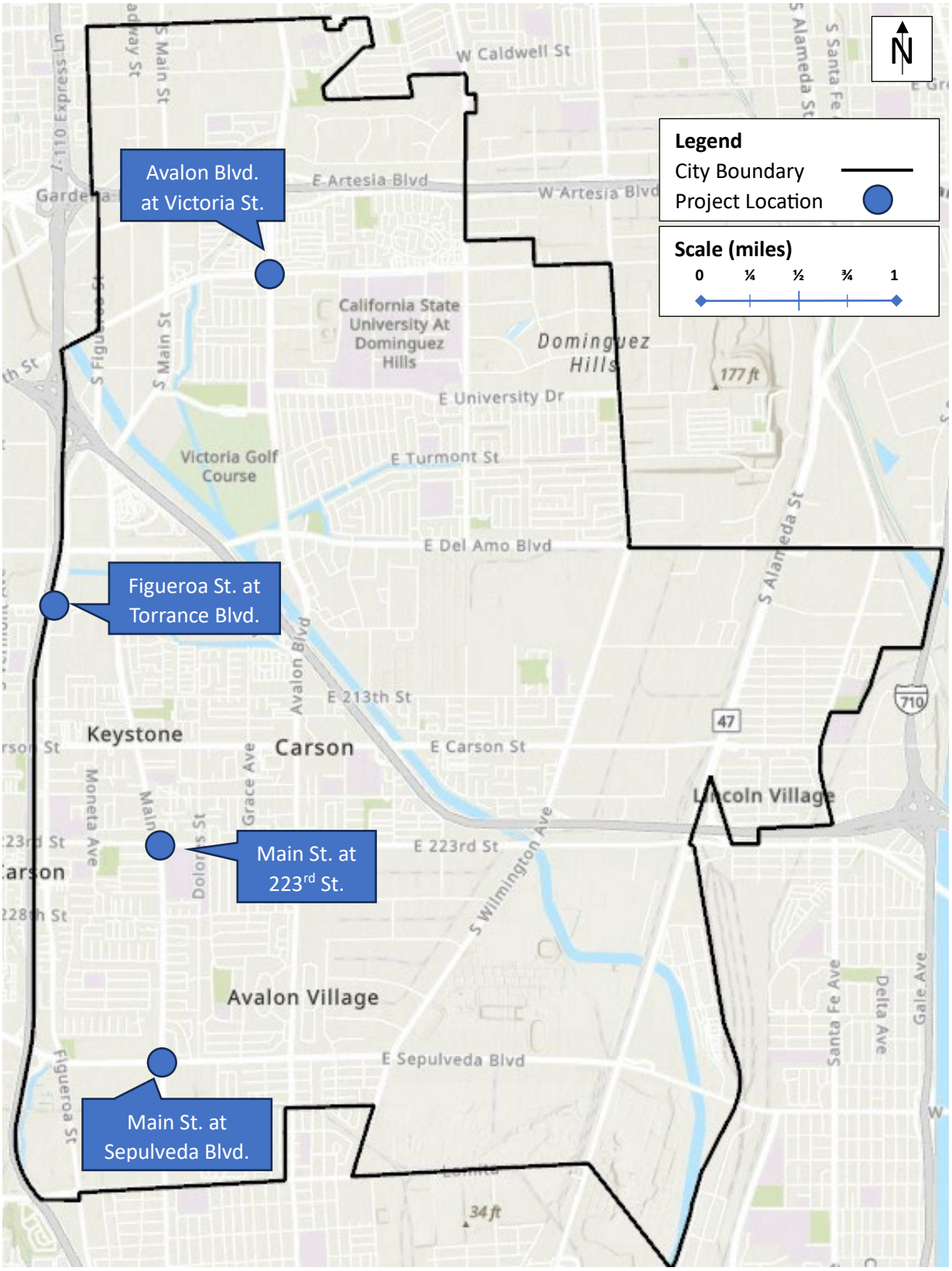
Prepared by: Gilbert Marquez, P.E., City Engineer, John C. Merrill, P.E., T.E., Traffic Engineer, and Ian Holst, P.E., Associate Civil Engineer

Attachments

Exhibit No. 1: Traffic Signal Intersection Upgrades Location Map

Exhibit No. 2: PW 1649 CE.pdf

Project Map – 1649 Traffic Signal Intersection Upgrades



NOTICE OF EXEMPTION

To:	County Clerk/ Registrar-Recorder County of Los Angeles Environmental Filings 12400 E. Imperial Highway Norwalk, CA 90650	**FROM:**	Public Works/ Engineering City of Carson 701 E. Carson Street Carson, CA 90745

Project Title:
Public Works 1649 – Traffic Intersection Upgrades

Project Applicant:
City of Carson, Public Works Division

Project Location - Specific:
Avalon Blvd at Victoria Street, Main Street at Sepulveda Blvd, Main Street at 223rd Street, and Figueroa Street at Torrance Blvd

Project Location – City & County
Carson, County of Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
The project consists traffic signal upgrades at 4 Intersections - Avalon Blvd at Victoria Street, Main Street at Sepulveda Blvd, Main Street and 223rd Street, and Figueroa Street at Torrance Blvd, including curb, ramps and minor median work.

Name of Public Agency Approving Project:
City of Carson

Name of Person or Agency Carrying Out Project:
City of Carson, Public Works Division

Exempt Status: (check one):

☐	Ministerial (Sec. 21080(b)(1); 15268);		
☐	Declared Emergency (Sec. 21080(b)(3); 15269(a));		
☐	Emergency Project (Sec. 21080(b)(4); 15269(b)(c));		
X	Categorical Exemption:	Section: **15301**	Class: **1**
☐	Statutory Exemption:	Section:	Class:

Reasons why project is exempt:
Project is Categorically Exempt per Section 15301, Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

Lead Agency Contact Person:
John Merrill
(310)830-7600

Signature: _____ Date: 9/24/2024

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER THE CHANGE IN FUNDING SOURCE FOR THE PREVIOUSLY APPROVED AGREEMENT WITH ONYX PAVING

I. SUMMARY

Project No. 1722: 213TH Street Pavement Rehabilitation and Concrete Replacement Project from Main Street to Selwyn Avenue is part of the City's fiscal year (FY) 2024/25 Capital Improvement Program (CIP). This project includes pavement rehabilitation and concrete reconstruction improvement and was intended to be funded by Measure M and Measure R funds. However, due to unforeseen circumstances, the account lacks the required balance to cover the cost of the project. .

Staff will now utilize CIP-General Funds already allocated in the adopted FY 24/25 budget for pavement maintenance.

II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE AND FILE

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

On September 3, 2024, a contact was awarded to Onyx Paving Company for an amount not to exceed $2,963,000.00 for Project No. 1722 - 213th Street Pavement Rehabilitation and Concrete Replacement from Main Street to Selwyn Avenue which is included in the City's CIP (Exhibits No. 1 and No. 2). The project consists of grinding existing asphalt pavement surface, removal and reconstruction of deteriorated roadway section, laying down of asphalt concrete leveling course and asphalt rubberized hot mix (ARHM), installation of pavement markings, re-striping, and other related work. The project also consists of the repair of damaged sidewalks, driveway approaches, curbs and gutters, access ramps, and tree removals and replacement. The required concrete improvements will repair and restore concrete to City standards and meet the Americans with Disabilities Act (ADA) requirements.

The funds for the project were intended to come from the local Measure M and Measure R accounts but due to unforeseen circumstances, the accounts lack the required balance to cover the cost of the project. Staff is now seeking to utilize funds allocated for the pavement maintenance program to cover the cost for the project.

V. FISCAL IMPACT

None. Funds for paving maintenance were allocated in the FY 2024/25 Budget. The project will utilize $2,693,000 from paving maintenance CIP-General fund account 101-99-999-904-8009.

VI. EXHIBITS

1. September 3, 2024 Staff Report
2. Contract Agreement

Prepared by: Gilbert Marquez, P.E., City Engineer and Jesus Sanchez P.E. Senior Civil Engineer

Attachments

Exhibit No. 1: September 3rd Staff Report

Exhibit No. 2: Contract Agreement

Legislation Details (With Text)

File #:	2024-0707	**Version:**	1	**Name:**	
Type:	Consent			**Status:**	Agenda Ready
File created:	8/8/2024			**In control:**	City Council
On agenda:	9/3/2024			**Final action:**	
Title:	CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY FOR PROJECT NO. 1722: 213TH STREET PAVEMENT REHABILITATION AND CONCRETE REPLACEMENT FROM MAIN STREET TO SELWYN AVENUE (CITY COUNCIL)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. EXHIBIT NO. 1: Location Map - 1722 213th Street Rehab, 2. EXHIBIT NO. 2: Public Works Contract, 3. EXHIBIT NO. 3-BID REGISTER				

Date	Ver.	Action By	Action	Result
9/3/2024	1	City Council		

Report to Mayor and City Council

Tuesday, September 03, 2024

Consent

SUBJECT:

CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY FOR PROJECT NO. 1722: 213TH STREET PAVEMENT REHABILITATION AND CONCRETE REPLACEMENT FROM MAIN STREET TO SELWYN AVENUE (CITY COUNCIL)

I. SUMMARY

Project No. 1722: 213TH Street Pavement Rehabilitation and Concrete Replacement Project from Main Street to Selwyn Avenue is part of the city's fiscal year 2024/25 Capital Improvement Program (CIP) (Exhibit No. 1). This project is funded by Measure M and Measure R funds and includes pavement rehabilitation and concrete reconstruction improvements.

The Invitation for Bids (IFB) No. 24-11 was advertised in a paper of local circulation and through the PlanetBids portal from July 8, 2024 to July 29, 2024. Three bids were received and opened at the City Clerk's Office. It was determined that Onyx Paving Company was the lowest responsive and responsible bidder, with a total bid amount of $2,693,000.00.

Staff requests that the City Council award a construction contract to Onyx Paving Company in the amount not to exceed $2,693,000.00 (Exhibit No. 2) and approve a 10%

contingency in the amount of $269,300 for any unforeseen extra work to complete the project. To complete the project the total amount of the project including a 10% contingency is $2,962,300.00.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a construction contract for Project No. 1722: 213th Street Pavement Rehabilitation and Concrete Replacement Project from Main Street to Selwyn Avenue, for a not to exceed amount of $2,693,000.00, to the lowest responsive and responsible bidder, Onyx Paving Company.

2. AUTHORIZE the expenditure of construction contingencies in the amount of $269,300 (10%) for any unforeseen construction work such as substructure conflicts, contaminated soil removal and disposal, material testing, and other additional work the city may request as appropriate that may be necessary to complete this project.

3. AUTHORIZE the Mayor to execute the Construction Contract with Onyx Paving Company following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.

2. TAKE another action that the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1722 - 213t Street Pavement Rehabilitation and Concrete Replacement from Main Street to Selwyn Avenue is included in the City's CIP. The project consists of grinding existing asphalt pavement surface, removal and reconstruction of deteriorated roadway section, laying down of asphalt concrete leveling course and asphalt rubberized hot mix (ARHM), installation of pavement markings, re-striping, and other related work.

The project also consists of the repair of damaged sidewalks, driveway approaches, curbs and gutters, access ramps, and tree removals and replacement. The required concrete improvements will repair and restore concrete to city standards and meet the Americans with Disabilities Act (ADA) requirements.

The project was advertised for construction bids through IFB No. 24-11, and on July 29, 2024, three bids were received through PlanetBids and opened by the Purchasing Division Manager at the City Clerk's office (Exhibit No. 3). The bid results are as listed below:

Bidder	Place of Business	Bid Amount
1. Onyx Paving Company	Anaheim, CA	$2,693,000.00

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2. R.J. Noble Company	Orange, CA	$3,522,345.78
3. All American Asphalt, Corp	Corona, CA	$3,942,072.12

Staff reviewed the bids and determined that the lowest responsive and responsible bid was submitted by Onyx Paving Company, with a total bid in the amount of $2,693,000.00. Onyx Paving Company 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 SiriusPoint America Insurance Company, a New York corporation, 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 timeline for this project is as follows:

Award of Construction Contract	September 3, 2024
Agreement executed by the City	October 3, 2024
PO Issuance	October 17, 2024
Start of construction	November 2024
Completion of construction	April 2025

The project may experience delays depending on weather conditions and other unknown items, and staff may have to adjust the project schedule accordingly.

Staff requests that the City Council award a Construction Contract to Onyx Paving Company in the amount not to exceed $2,693,000.00 and approve a 10% contingency in the amount of $269,300 for any unforeseen work needed to complete the project.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is $2,693,000.00. A construction contingency in the amount of $269,300.00, representing 10% of the total construction bid, is requested for any unforeseen construction work that may be required to complete this project. The total project cost including the 10% contingency is $2,962,300.00. The funds for the project cost have been included in the FY 24/25 budget per the City's CIP plan with $1,086,368 allocated from Measure R account 254-80-820-904 -8009 and $2,348,539 Measure M account 281-80-820-904-8009.

VI. EXHIBITS

1. Location Map (pg. 4)

2. Public Works Construction Agreement (pgs. 2-39)

3. Bid Register (pg. 40)

Prepared by: Dr. Arlington Rodgers, Jr., Director of Public Works and Gilbert Marquez, P.E.

powered by Legistar™

City Engineer

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
ONYX PAVING COMPANY, 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 Onyx Paving Company, 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. 1722: 213th Street Improvement Project from Main Street to Selwyn Avenue ("**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 **Two Million Six Hundred Ninety Three Thousand Dollars ($2,693,000.00)** ("**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 complete the Project within One Hundred (100) 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:

Corey R. Kirschner	CEO/Secretary
(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 Jesus Sanchez 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 Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

ONYX PAVING COMPANY, INC., a California corporation

*By: _____
Name: Corey R. Kirschner
Title: CEO/Secretary

Address: 2890 E. LA Cresta Ave.
Anaheim, CA 92806

***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

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☐ 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-24-11)

PROJECT NO. 1722

PROJECT NO. 1722: 213th Street Improvements from Main Street to Selwyn Avenue

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization (Carson General Conditions)	1	LS	93,000	93,000
2	Re-setting Centerline Ties and Permanent Survey Markers	1	LS	48,962	48,962
3	Traffic Control (includes three (3) solar-powered CMS)	1	LS	222,200	222,200
4	Traffic Stripes, Pavement Markings & TOMS	1	LS	136,000	136,000
5	Full Width Cold Milling: 2" thickness	197,210	SF	0.55	108,465.50
6	Asphalt Rubber Hot Mix (ARHM) 2.0" Finish Course (Includes Finish Course at Dig-Outs)	2,465	TON	142	350,030
7	Remove 6" AC Base after cold mill (Dig-Out) and construct 6" [Class B 3/4"PG 64-10] Base Course	24,556	SF	6.93	170,173.08
8	Full Width Cold Milling: 2" thickness (Avalon Blvd to Selwyn Ave)	54,054	SF	0.55	29,729.70
9	Asphalt Rubber Hot Mix (ARHM) 2.0" Finish Course (Includes Finish Course at Dig-Outs) (Avalon Blvd to Selwyn Ave)	675	TON	142	95,850
10	Remove 6" AC Base after cold mill (Dig-Out) and construct 6" [Class B 3/4"PG 64-10] Base Course (Avalon Blvd to Selwyn Ave)	8,681	SF	6.93	60,159.33
11	Remove (Sawcut, remove and haul away PCC of the existing Access Ramp including excavation of 4" native /base and adding & compacting 4" CMB) and Construct (Construct New PCC Access Ramps per CALTRANS Standard Plan A88A and /or Carson Std. Plan No. 124) Access Curb Ramps	18	EA	8,800	158,400
12	[DELETABLE] Furnish and Install Truncated Dome Panel per CALTRANS Standard Plan A88A and /or Carson Std. Plan No. 124	10	EA	2,222	22,220
13	Remove & Replace Sidewalks (or construct new) including excavation and adding 4" CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to Grade	9,076	SF	14	127,064
14	Remove and Replace Driveway Approach including Excavation and Adding Aggregate Base per Carson Standard Plan	11,770	SF	+3 (CCC) 30	35 3,100

15	Remove and Replace Residential Driveway Approach and other existing improvements at 549 E 213th Street	1	LS	33,791.87	33,791.87
16	Remove and Replace Residential Driveway Approach and other existing improvements at 553 E 213th Street	1	LS	22,000	22,000
17	Remove and Replace PCC Curb and Gutter	1,790	LF	96	171,840
18	Remove Existing Cross Gutter and Construct New PCC Cross Gutter	8	EA	15,500	124,000
19	Remove PCC improvements in back of driveways on private property and reconstruct	2,304	SF	30	69,120
20	Remove (3" min. AC at the back of driveways on private property) and Reconstruct [Class C 1/2"PG 64-10]	350	SF	15	5,250
21	Replace Traffic Loop Detectors	16	EA	555	8,880
22	[DELETABLE] Tree Removal and Disposal and Stump Grinding	8	EA	7,200 ~~6,000~~ (15)	57,600 ~~48,000~~ (8)
23	[DELETABLE] New Tree Installation	8	EA	18,000 ~~3,000~~ (8)	144,000 ~~24,000~~ (8)
24	Adjust Manhole or Vault to Grade within roadway	44	EA	1,555	68,420
25	Adjust Water Valve Frame & Cover or Utility Box to Grade within roadway	30	EA	1,555	46,650
26	Adjust Gas Valve Can & Lid to Grade within roadway	5	EA	1,555	7,775
27	[DELETABLE] Geotextile Fabric and Macadam Material Removal and Disposal	62,816	SF	0.22	13,819.52
28	Unsuitable Material (Unforeseen Condition)	100	CY	123	12,300
29	Saturated Soil (Unforeseen Condition)	100	CY	123	12,300
30	Allowance	1	LS	$50,000.00	$50,000.00
TOTAL BASE BID AMOUNT*	Figures	$2,693,000.00			
	Words	Two million six hundred ninety-three thousand dollars even			

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, Onyx Paving Company, 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 **Two Million Six Hundred Ninety Three Thousand Dollars ($2,693,000.00)**. 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, Onyx Paving Company, 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 **Two Million Six Hundred Ninety Three Thousand Dollars ($2,693,000.00)**. 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:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

SPECIAL ORDERS OF THE DAY 22.

To: Honorable Mayor and City Council

From: Debra Scott, Housing Specialist CMO Housing & Neighborhood

Subject: PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CITY'S PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FIVE -YEAR PLAN AND CONSIDER ADOPTION OF RESOLUTION NO. 24-100 TO RE-ALLOCATE FUNDS BETWEEN ACTIVITES TWO AND SIX FROM THE TOTAL GRANT ALLOCATION.

I. SUMMARY

The California Department of Housing and Community Development (HCD) previously approved the City's application for the Permanent Local Housing Allocation (PLHA) Program and executed a Standard Agreement with the City. The application and Standard Agreement included a Five-Year Plan for allocation of the Program funds, which the City now seeks to amend for the second time. HCD provides cities the flexibility to amend their Five-Year Plan by means of proper notice to the community, a public hearing, and adoption of an amending resolution. Thus, a public hearing is slated for this meeting, and an accompanying Resolution No. 24-100 is being presented for Council's consideration.

II. RECOMMENDATION

1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing;
2. ADOPT Resolution No. 24-100, "A Resolution of the City Council of the City of Carson, California, Amending the Five-Year Plan for the Permanent Local Housing Allocation Grant"; and
3. AUTHORIZE the City Manager to: (i) execute the second amendment to the Standard Agreement when prepared by HCD consistent with Resolution No. 24-100; and (ii) administer the program funds for each activity as per the Resolution and the second amendment.

III. ALTERNATIVES

Take any other action the City Council deems appropriate.

IV. BACKGROUND

HCD is authorized to provide up to $335 million under the Senate Bill 2 Permanent Local Housing Allocation Program Formula component from the Building Homes and Jobs Trust Fund for assistance to cities and counties. Senate Bill 2, the Building Homes and Jobs Act, was enacted in 2017 and imposes a $75 for recording of documents, which provides the funding for this program. Eligible uses of program funds include:

- The pre-development, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is affordable to extremely low-, very low-, low-, or

moderate-income households, including necessary operating subsidies.

- The pre-development, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling units that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas.
- Assisting persons who are experiencing or at risk of homelessness.
- Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

After HCD issued a Notice of Funding Availability (NOFA), the City of Carson was deemed eligible for a noncompetitive grant in the amount of $2,488,380 over a five-year period.

Following a public hearing held December 7, 2021, City Council adopted Resolution No. 21-153 (Exhibit No. 1), which included, as required by HCD, a Five-Year Plan for expenditure of program funds. On April 21, 2022, the City was notified that it had been awarded a grant in the amount of $1,059,349 for the 2019 ($414,730) and 2020 ($644,619) allocations. A PLHA Standard Agreement was entered into between the City and HCD in September of 2022. The initial plan was to evenly distribute the funds between three program activities: a first-time home buyer program; rehabilitation and preservation of affordable housing; and assisting persons and households experiencing or at risk of homelessness.

On October 3, 2023, the City Council adopted Resolution No. 23-162, accepting and allocating $353,116 for the rehabilitation and preservation of affordable housing. On November 7, 2023, the City Council adopted Resolution No. 23-178, to allocate funds received in the amount of $276,486.67 for assisting persons who are experiencing or at risk of homelessness.

On April 30, 2024, HCD provided an Amended PLHA Standard Agreement (Exhibit No. 2), which the City Manager signed.

The approved amended Five-Year Plan included the following two activities at an even funding allocation for each:

- Rehabilitation and preservation of affordable ownership housing (Activity 2): 50%; and
- Assisting persons who are experiencing or at risk of homelessness (Activity 6): 50%.

The City has received full allocation of funds for 2019-2020 for both activities mentioned above. However, due to a lack of applicants, the funding for the Activity 6 program to provide rental assistance for mobile home park residents in need of interim housing due to mobile home park closures in the City of Carson (which was the potential need contemplated by the City in 2023 and early 2024) has not been expended, and there are currently no pending park closures. Therefore, staff is recommending re-allocating the Activity 6 revenue funds received to Activity 2 to enable them to be used to assist with rehabilitation and preservation of affordable ownership housing.

Specifically, staff is recommending adoption and submission to HCD of Resolution No. 24-100 (Exhibit 3) to amend the current executed PLHA Amended Standard Agreement to re-direct percentages to reflect the new percentage of funding as follows:

- Rehabilitation and preservation of affordable ownership housing (Activity 2): 90% of the 2019 and 2020 funding, in the amount of $924,407.10 plus $32,250.00 for Administration;
- Assisting persons who are experiencing homelessness or at risk of homelessness (Activity 6): 10% of the 2019 and 2020 funding, in the amount of $102,711.90; and
- First time home buyer program (Activity 9): 100% of the 2021, 2022 and 2023 funding, which staff will be applying for in the NOFA.

HCD gives cities the flexibility to amend the PLHA Plan with proper notice to the community and approval by the City Council and HCD. Changes in funding allocation of the approved activities that are less than 10% do not require HCD approval and can be approved administratively. However, if the City proposes changes greater than 10% to approved activities or if new eligible activities are proposed, which is the case with this recommended action, then formal amendment of the plan is required. This entails: (1) soliciting public comments on the new draft PLHA Plan; (2) City Council adoption of a new resolution, including a new PLHA Plan, following a public hearing; and (3) re-submission of the resolution including new PLHA Plan to HCD for final approval. Thus, a public hearing is slated for this meeting, and an accompanying resolution is being presented for Council's consideration. Upon adoption and submittal of the proposed resolution to HCD and HCD approval of same, HCD would generate a second amendment to the PLHA Standard Agreement, consistent with the adopted Resolution, for City execution.

Upon release of the HCD NOFA, staff would submit the application to be awarded the remaining estimated balance of funds to be allocated to Activity 9 for the First Time Home Buyers assistance.

V. FISCAL IMPACT

PLHA funding will vary from year to year as the revenue is dependent on fluctuating real estate transactions. HCD has allocated to the City an estimated total of $2,488,389 over a five-year period ending in 2023. The City has received revenues for 2019 and 2020 totaling

$1,059,349.00. The remaining balance for years 2021, 2022, and 2023 is estimated to total $1,429,031.00.

VI. EXHIBITS

1. Resolution No. 21-153
2. Executed PLHA Standard Agreement (as amended April 2024)
3. (Proposed) Resolution No. 24-100

Attachments

Resolution 21-153.pdf
21-PLHA-17197-Am.1-STD213A Executed.pdf

draft Resolution No. 24-100.pdf

RESOLUTION NO. 21-153

A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

A necessary quorum and majority of the Council Members of the City of Carson, California hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated May 3, 2021 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the Department is authorized to provide up to $304 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties as described in Health and Safety Code Section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the City of Carson ("Applicant") is an eligible Local government who has applied for program funds to administer one or more eligible activities.

WHEREAS, the Department may approve funding allocations for the PHLA Program, subject to the terms and conditions of the Guidelines, NOFA. Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

Section 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Section 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA in accordance with all applicable rules and laws.

Section 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

Section 4. Pursuant to Section 302 (c) (4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this Resolution, and Applicant hereby adopts this PLHA Plan and certifies

compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Section 5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302 (c) (3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Section 6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Section 7. Pursuant to applicant's certification in this Resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Section 8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302 (c) (6) (A), (B) and (C).

Section 9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

Section 10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB2 Guidelines published by the Department.

Section 11. The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED, and ADOPTED this 7th day of December, 2021.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Joy Simarago, Deputy City Clerk

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

I, Joy Simarago, Deputy City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 21-153, adopted by the Carson City Council at its meeting held on the 7th day of December 2021, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Dear, Hilton, Hicks, Rojas
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMEBES:	None
ABSENT:	COUNCIL MEMBERS:	None

Joy Simarago, Deputy City Clerk

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **SCO ID:**

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-PLHA-17197	1	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
City of Carson

2. The term of this Agreement is:

START DATE
09/27/2022

THROUGH END DATE
06/30/2030

3. The maximum amount of this Agreement after this Amendment is:

$1,059,349.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment is to correct activities in the Contractor's 302(c)(4) plan.

Exhibit E, Program-Specific Provisions and Special Conditions is hereby deleted in its entirety and replaced with new Exhibit E, Program-Specific Provisions and Special Conditions, Am. 1 (Rev. 01/2024) attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Carson

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
701 East Carson Street	Carson	CA	90745

PRINTED NAME OF PERSON SIGNING	TITLE
David C. Roberts Jr.	City Manager
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
David C Roberts, Jr.	4/25/2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	**Sacramento**	**CA**	**95833**

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	Contract Services Section Manager
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Diana Malimon	04/30/2024
CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL	EXEMPTION (If Applicable)
	Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program"), this Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued a Notice of Funding Availability (the "NOFA"), dated February 26, 2020, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

A. The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

EXHIBIT A

2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.

3) Matching portions of funds placed into local or regional housing trust funds.

4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.

6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

    a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

    b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

EXHIBIT A

7) Accessibility modifications in Lower-income Owner-occupied housing.

8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

9) Homeownership opportunities, including, but not limited to, down payment assistance.

10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.

B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.

C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.

D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

EXHIBIT A

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
Grant Management Section, Suite 400
2020 West El Camino Avenue, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	David Roberts
Authorized Representative Title:	City Manager
Agency Name:	City of Carson
Address:	701 E. Carson Street Carson, CA 90745
Phone No.:	(310) 952-1700 Ext 1730
Email Address:	droberts@carsonca.gov

7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").

B. This Agreement shall terminate on June 30, 2030.

EXHIBIT A

C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.

D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **$414,730**

Contractor has been awarded the following grant activity amounts for 2020: **$644,619**

Estimated five-year allocation may not exceed: **$2,488,380**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: **City of Carson** Amount: **$1,059,349**

Plan:

Activity 2 - The city has initiated a Rehabilitation Preservation Program for the owner-occupied properties within the City of Carson limits. The city has approved guidelines to allocate a$50,000 loan to homeowners that meet the 120% AMI all other eligibility requirements.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	Ownership: Preservation	Ownership: Preservation	N/A	N/A	N/A
Percentage of Funds Allocated for Each Activity	50%	50%			
Area Median Income Level Served	120%	120%			

EXHIBIT E

Activity 6 – The city has implemented a rental relief fund program for the purpose of displacement of mobile home park owners due to park closure taking place at the end of the calendar year 2023. The City Manager has instituted a Standard Management Policy to provide monthly rental assistance for replacement housing for a period no less than six months. The program will be administered by city staff for intake and eligibility criteria. Each applicant that meets the 30% and below income criteria will be eligible to received subsidy of up to $15,000 for rental assistance.

Funding Allocation Year	**2019**	**2020**	**2021**	**2022**	**2023**
Type of Activity	Rental Assistance	Rental Assistance	N/A	N/A	N/A
Percentage of Funds Allocated for Each Activity	50%	50%			
Area Median Income Level Served	30%	30%			

Activity 9 - The city formerly had a down-payment assistance program and will use that program template for a starting point to initiate the new FTHB program assistance to income-qualifying households towards the purchase of a home within the City of Carson. The program guidelines and loan documents will be presented to council upon approval from HCD to re-allocated funds in the amount of $1,429,030 for 2021, 2022, and 2023. The city will implement the necessary processes and procedures to proceed with application to administer the FTHB program.

Funding Allocation Year	**2019**	**2020**	**2021**	**2022**	**2023**
Type of Activity	N/A	N/A	Homebuyer Assistance	Homebuyer Assistance	Homebuyer Assistance
Percentage of Funds Allocated for Each Activity			100%	100%	100%
Area Median Income Level Served			150%	150%	150%
Total	100%	100%	100%	100%	100%

EXHIBIT E

Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.

RESOLUTION NO. 24-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FIVE-YEAR PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION GRANT

WHEREAS, on December 7, 2021, City Council adopted Resolution No. 21-153, authorizing the submission of an application to the California Department of Housing and Community Development (HCD) for Permanent Local Housing Allocation (PLHA) funding and adopting a Five-Year Plan for the funding; and

WHEREAS, pursuant to said application, the City was awarded $1,059,349.00 and executed a Standard Agreement with HCD; and

WHEREAS, under the terms of the original Five-Year Plan, funds are to be allocated in equal proportions between the activities of first-time home buyer program 33.33%, rehabilitation and preservation of affordable ownership housing 33.33%, and assisting persons who are experiencing or at risk of homelessness 33.33%; and

WHEREAS, on February 7, 2023, City Council adopted program guidelines and approved a standard template loan acceptance and contractor agreement for the PLHA-funded Single-Family Housing Rehabilitation Program to allocated up to $50,000 deferred loan; and

WHEREAS, on October 3, 2023, City Council adopted Resolution No. 23-163 allocating the revenue funds received as the first tranche of PLHA funding in the amount of $353,116, to be allocated to Rehabilitation and preservation of affordable ownership housing; and

WHEREAS, on November 7, 2023, City Council adopted Resolution No. 23-178, allocating PLHA funds in the amount of $276,486.67 for Rental Assistance Program for Homelessness Prevention and to be allocated to assist with the relocation of mobile home park owners in need of interim housing due to the closure of the mobile home park located in the city of Carson; and

WHEREAS, the City desires to amend the Standard Agreement and the Five-Year Plan to re-allocate the current revenue funding in the amount of $1,059,349 for allocations 2019 and 2020 and re-direct the funding allocations percentages at 90% percentage in the amount of 953,414.10 to be allocated to the Rehabilitation and preservation of affordable housing; and remaining 10% percentage balance amount of $102,709.90 to the Rental Assistance Program for Homelessness Prevention and Rehabilitation and preservation of affordable ownership housing; and

WHEREAS, the City would like to allocate the remaining funds available for application in the amount of $1,429,030 100%, to be allocated to the First Time Homebuyer Program to provide down payment assistance; and

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

Section 1. Amended Standard Agreement 21-PLHA-17197 dated April 30th, 2024 between the California Department of Housing and Community Development and the City of Carson is hereby amended as follows:

	Ownership Rehabilitation 2019/2020	Rental Assistance 2019/2020	FTHB/Down Payment Assistance 2021/2022/2023
Percentage of Funds Allocated for Each Activity	90%	10%	100%

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution on file, and effective as of October 15th, 2024, the same shall be in force and effect.

PASSED, APPROVED, and **ADOPTED** this 15th day of October 2024.

_____
Mayor Lula Davis-Holmes

ATTEST:

_____
Dr, Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: Toni Carter, Housing Specialist CMO Housing & Neighborhood

Subject: CONSIDERATION OF ADOPTION OF REVISED NEIGHBORHOOD PRIDE PROGRAM GUIDELINES

I. SUMMARY

The current Neighborhood Pride Program (NPP) guidelines were adopted by the City Council on February 20, 2024. Over the last five months, the Housing Division and IT staff have worked with the vendor, WizeHive, in developing a cloud-based solution to centralize the process from application to funding. Staff is requesting that the City Council approve revised guidelines to address clarifications made to the Interest List application process.

In August 2024, the Housing Division participated in a HUD Monitoring for files closed during the FY 21/22. As a result of the monitoring, HUD has requested that City clarify the procedures for Non-residing co-owners. Staff believes the additional language will result in transparency for program applicants.

II. RECOMMENDATION

APPROVE the modified Neighborhood Pride Program guidelines.

III. ALTERNATIVES

TAKE another action the City Council deems necessary.

IV. BACKGROUND

The Neighborhood Pride Program projects are funded from the City's annual allocation of Community Development Block Grant (CDBG) entitlement funds. The City receives CDBG funds from HUD as authorized under Title I of the Housing Community Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. Funds for the NPP are allocated to different programs by the City Council each fiscal year as part of the City's Annual Action Plan process.

The Neighborhood Pride Program is marketed through various methods including, but not limited to, the City website, the Carson Report, directly to homeowners with code violations, and posted fliers. Prospective applicants previously registered on the City's website to be placed on the waiting list participate based on funding. A preliminary application is sent to prospective applicants on the list and reviewed on a first come, first served basis. As funds become available, application packages are forwarded and the applicant has 20 days to submit.

The Housing Division experienced an increased interest in the program and received over 150 requests to be added to the NPP interest list over the last year. To offer fairness and transparency, the Housing Division hosted a lottery establishing a master list that can be used for the Neighborhood Pride Program (grant) or other rehabilitation programs as funding becomes available. Beginning November 4, 2024, interested residents can visit the City of Carson's website and add their name to the Interest list with a streamlined intake application process. As funding becomes available, Staff will notify the applicants in descending order from list and provide instructions to complete their application through the City's website.

The Interest list will not expire and the residents only need to be registered once. City staff has provided recommended edits to the NPP Guidelines consistent with development of a cloud-based solution to centralize the process from application to funding and provide additional clarity to the application process, and requests City Council approval of the revised Guidelines.

In August 2024, the City of Carson Housing Division participated in HUD Monitoring for rehabilitation files for FY 21/22. As a result of the review, staff received a request to clarify the Guidelines related to Non-residing co-owners.

In accordance with CDBG requirements (24 CFR 91.5) owner occupant housing income may not exceed 80% of the Los Angeles County median income adjusted for household size (Moderate Income) as promulgated by HUD. Applicants are required to submit income for all occupants over the age of 18, residing in the subject property. If the occupant does not receive income, an affidavit is required to be signed confirming income is not earned. If the occupant is a student, a copy of the school transcripts are required.

The current Guidelines do not address when there is a non-residing co-owner on title to the property. HUD has requested the Guidelines include language to clarify how the City of Carson verifies the occupancy on the non-residing co-owner allowing the income to be excluded from the household calculations.

Staff will request the Non-residing co-owner provide:

- Either a current deed or lease AND current utility bill in their name to a property other than the subject property
- Notarized letter from all owners indicating the non-residing co-owner(s) are not living in the subject property

The review of the household income for the subject property must include any income that is regularly sent to the residing owner(s) by the non- residing owner(s). If no income is being received by the residing owner(s), the minimum documentation required is a notarized signed statement from the non-residing owner(s) stating they do not provide regular scheduled funds to the residing owner. Additional information may be requested.

V. FISCAL IMPACT

NONE

VI. EXHIBITS

1. Exhibit No. 1: (draft) Neighborhood Pride Program guidelines

Attachments

NPP Guidelines 24 25 draft.pdf

CITY OF CARSON

Neighborhood Pride Program Guidelines and Implementation Procedures

Serving the City of Carson

EQUAL HOUSING OPPORTUNITY

ACCESSIBLE

Modified Revision: 09/17/2024
Final Guidelines Approval Date: 02/20/24
Administrative Revisions 08/22/24

GUIDELINES AND IMPLEMENTATION PROCEDURES

TABLE OF CONTENTS

I. INTRODUCTION 1
II. PROGRAM DESCRIPTION 1-2
III. APPLICATON PHASE 2-10

A. PROGRAM MARKETING 2-3
B. INTEREST LIST 3
C. APPLICATION REVIEW AND APPROVAL PROCEDURE 3-4
D. PROGRAM ELIGIBILITY 4
1. Applicant Eligibility 4
2. Determination of Income 4
3. Property Eligibility Requirements 4
E. DETERMINATION OF PROGRAM ASSISTANCE LEVEL PER UNIT 5
1. Minimum and Maximum Loan 5
2. Condition of the Property 5
3. Loan Underwriting Standards and Assistance Level 5
4. Property Inspection Procedures 5
5. Work Description 5
6. Lead-Based Paint Evaluation and Requirements for Pre-1978 Units 5-6
7. Cost Estimating 6
8. Asbestos Testing and Abatement 6
F. Emergency Conditions 6-7
G. Application Timeline 7-10

IV. ELIGIBILITY CRITERIA – SINGLE-FAMILY and MOBILE HOME 10-11
A. SINGLE-FAMILY APPLICANT 10
1. Eligible Applicant 10
2. Eligible Household Income 10-11
3. Eligible Improvements 11-12
4. Eligible Costs 12
5. Relocation 12
6. Loan Conditions, Rates and Terms 13
7. Loan Subordination 13
8. Loan Repayments 13

V. REHABILITATION STANDARDS 14-17
A. BASIC REHABILITATION STANDARDS 14
1. Life Threatening or Safety Repairs 14
2. Health and Safety Hazards 14-15
B. STANDARDS FOR REHABILITATION OF HISTORIC PROPERTIES 15
C. EXAMPLES OF ELIGIBLE REHABILITATION COSTS 15-16
D. PROPERTY STANDARDS 16-17
1. Minimum Standards 16
2. Incipient Deficiencies 17
E. CONTRACTOR LIST AND QUALIFICATIONS 17

VI. PRE-CONSTRUCTION PHASE 17-20
A. LOAN UNDERWRITING 18
B. WORK DESCRIPTION AND BID PROPOSAL FORM 18
1. Initial Inspection by Program Inspector 18
2. Environmental Process 18
3. Rehabilitation Feasibility 18-19
4. Work Description Objectives 19
5. Developing the Work Description 19

DRAFT

6. Inspecting the Property 19
7. Obtaining Homeowner Input 19-20
8. Work Priority/Phasing 20
9. Drafting the Specifications 20
10. Completing the Work Description 20
11. Review by the Homeowner 20

C. DETERMINING COST REASONABLENESS 20
D. LOAN REVIEW COMMITTEE (RSC) 20-21
E. OWNER PROCUREMENT 21
F. IMPROVEMENT AGREEMENT 21
G. LOAN DOCUMENTS 21-22
H. RECORDATION OF THE DEED OF TRUST & REQUEST FOR NOTICE 22
I. PRE-CONSTRUCTION MEETING 22-23
J. CONSTRUCTION CONTRACT 23
K. RECORDS 23

VII. CONSTRUCTION MANAGEMENT 23-26
A. ISSUANCE OF THE NOTICE TO PROCEED 23
B. FINANCIAL MANAGEMENT 23
C. PROGRESS REVIEWS AND RELEASE OF FUNDS 23-24
D. PERFORMANCE SCHEDULE 24
E. DISBURSEMENT OF FUNDS 24-25
F. CHANGE ORDERS 25
G. DELAYS 25-26
H. DISPUTES 26

VIII. COMPLETION AND FINAL PAYMENT 26-27
IX. POST CONSTRUCTION 28
A. REQUIRED RECORDKEEPING AND FILES 28
B. PROJECT MATRIX (NEW DATABASE) 28-29
C. LOAN DATABASE 29
D. LOAN PAYOFFS 29
E. RESPONDING TO A REQUEST FOR DEMAND 29
F. RECONVEYING TRUST DEED OR MOBILEHOME TITLE & REGISTRATION 29-30
G. RESPONDING TO A REQUEST FOR DEMAND 30
H. SUBORDINATION 30-31
I. CHARGE OFFS 31
J. CLOSING THE LOAN FILE 31
K. PROGRAM GUIDELINES CHANGES AND MODIFICATIONS 31

DRAFT

I. INTRODUCTION

Mission Statement

The City of Carson (City) Neighborhood Pride Program (NPP or Program) is designed to promote well-maintained and safe residential communities through the use of U.S. Department of Housing and Urban Development (HUD) funded loans and grants for low and moderate-income eligible households.

Program Summary

The Neighborhood Pride Program is designed to assist low- and moderate-income owners of single-family detached, and mobile home dwellings with the preservation of decent safe and sanitary housing. The NPP corrects hazardous structural conditions, makes improvements considered necessary to eliminate blight, promotes the construction of healthy, sustainable and resource-efficient housing, improves disabled access, and corrects building, and health and safety code violations.

Program funds may be used to complete required and approved housing rehabilitation construction repair activities and addressing lead-based paint hazards and is inclusive of all CDBG eligible project-related soft costs, including but not limited to hazardous materials testing fees, title fees, and document recordation fees.

The City of Carson under the direction of the City Manager's staff or their designees (Staff) shall administer the NPP Program. As used herein, the term "Staff" may include either employees or consultants of the City of Carson under the direction of the City Manager's Office. The administration of the NPP including, without limitation, application evaluation procedures, rehabilitation assessments, cost estimation, bid solicitation, contractor selection, construction management, inspection, disbursement of Program funds and processing of the Notice of Completion will be managed in accordance with these approved Guidelines.

The City Manager or his/her designee shall be responsible for ensuring that the NPP Implementation Guidelines are maintained and updated periodically to ensure compliance with all U.S. Department of Housing and Urban Development policies and regulations. The Implementation Guidelines shall conform to these approved Guidelines.

Equal Opportunity

Applicants will not be discriminated against on the basis of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, or any other arbitrary basis. In addition, applicants may not discriminate in the use, occupancy, and awarding of contracts with respect to the property to be rehabilitated with the assistance of an NPP grant and/or loan.

II. PROGRAM DESCRIPTION

NPP projects are funded from the City's annual allocation of CDBG funds. The City of Carson receives CDBG funds from HUD as authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq. Funds for the NPP are approved by the City Council each fiscal year as part of the City's Annual HUD Action Plan process and in conjunction with the City's annual budgeting process.

The program can provide a program grant or loan to eligible households whose incomes do not exceed the 80% of Area Median Income adjusted for household size as promulgated by HUD. A program grant may not exceed $30,000 for single family detached residential properties; and may not exceed $20,000 for mobile homes. Amounts over the grant or loan amount needed to complete non-health and safety issues must be paid by the homeowner and must deposit a cashier's check to the City's Treasurer's Department. All program grants and loans shall be approved by the RSC. The City Manager or his/her designee has authority to increase 20% ($36,000) for single family homes or grant amount for mobile homes by 20% ($24,000). The authority can only be exercised when the City Manager or his/her designee determines that substantial repairs unforeseen at the time of the initial inspection make the expenditures necessary (additional necessary repairs are discovered during construction). If the estimate to make the repairs exceeds the said limits, other non-health and safety repairs must be eliminated. If this elimination is determined to be not possible, the City Manager is authorized to increase the limit by a maximum of $5,000.00. Repairs over this amount will be required to be paid by the homeowners. When exceeding the initial limits, non-health and safety repairs need to be paid by the homeowner by depositing the funds with the City of Carson Treasurer's Department.

The program provides deferred loans at three per cent (3%) interest, which will be made available to eligible households whose incomes do not exceed 80% of the Area Median Income adjusted for household size as promulgated by HUD (24 CFR 91.5). Program loans may not exceed $30,000. exceptions can be made when the cost of repairs exceeds the allocated loan amount of $30,000, in which case the City Manager or his/her designee and/or his designee can recommend additional funding for projects that require substantial repairs that are unforeseen at the time of construction. Any additional funding over the $30,000 allocated amount must be authorized and approved by the City Manager not to exceed $50,000. Any amount over $30,000 must meet health and safety need as determined by City Manager or his/her designee. Program funds may not be used for refinancing purposes. All program loans shall be underwritten by Staff and approved by the City Manager or his/her designee.

All grants granted will require the Participant's first mortgage to be current and have current homeowner's insurance prior to grant approval.

There is a one-time participation for each Participant. In instances where a NPP loan or NPP grant has been provided, and the maximum loan or maximum grant limit has not been utilized, re-application for the balance of the residual program maximum amount is not allowed.

Grants and loans are only available to applicants meeting the criteria specified in this document adopted by the City Council. Program loans will be evidenced by a promissory note and secured by a deed of trust. Program loans may not be in a junior position beyond a second trust deed, unless approved by the City Manager or his/her designee and/or its designees.

All program loan and grant funding is limited and subject to the availability of program funds.

III. APPLICATION PHASE

A. PROGRAM MARKETING

The City will market the NPP to potential applicants through various means, including but not limited to:

1. Advertising through news bulletins, City website, and local publications;

2. Distributing promotional material directly to homeowners that have code violations, flyers and brochures are available for residents.
3. Coordinating public meetings (as necessary) to explain the NPP to potential applicants and other interested persons.

B. INTEREST LIST

In an effort to provide consistent service to Carson residents, Prospective applicants must register on the city's Neighborhood Pride portal located on the website (ci.carson.ca.us) to be placed on the waiting list ~~if to~~ for participation in the program based on funding availability. Prospective applicants will be added to the current interest list and registered in the order received. All registrations must contain name, property address, telephone number and email, if applicable. ~~date of first contact.~~ The list will remain open year-round beginning November 2024.~~until the dates above or until the first 75 names are entered, whichever comes first. The city will open the waiting list only when funding allocations are available, possibly twice a year.~~ Due to funding availability prior participants will not be eligible to participate.

As funds become available, applicants will be notified by phone, U.S. mail and/or email with instructions to complete their application on our portal. These applications must be fully completed and include any required documentation. If an applicant needs assistance with completing the online application, they can contact the Housing Division staff to schedule an appointment. ~~After the close of the waiting list, a preliminary application will be sent to all prospective applicants on the list. Staff will review each application for completeness and adherence to guidelines. A letter of acceptance or denial will be sent by mail to the address on the application.~~ The deadline for City to receive the applications will be 15 days after applicants ~~they~~ are ~~mailed~~ notified of the availability of funds. If applications ~~they~~ are not submitted ~~returned~~ by that time, reasonable efforts should be made to contact the prospective applicant. If such efforts fail, the prospective applicant will be removed from the list after 30 days. No further correspondence will be sent.

Staff will review each application for completeness and adherence to guidelines. If items are missing or additional information is needed, the applicant will have 10 business days to submit from the date applicant is notified that application is not complete. A letter of acceptance or denial will be sent to applicants preferred method of contact.

As funds become available, we will continue to contact applicants on the Neighborhood Pride Interest list. The Interest list will not expire at the end of the fiscal year. Interested parties will continue to be added to the list established in October 2024. ~~full application packets will be forwarded to prospective applicants, and each applicant will be given 20 calendar days to respond with a completed application~~. If an interested party is contacted and we do not receive a response after 15 days, the name will be removed from the list. ~~If 20 days elapse without an application submittal, reasonable efforts should be made to contact the prospective applicant. If such efforts fail, the prospective applicant will be removed from the list after 30 days.~~ Correspondence confirming their removal from the Interest List will be sent to the address provided. ~~Correspondence will be mailed to all prior participants that register on the waiting list notifying the applicant of their prior participation in the program.~~

Staff will use the interest list as a mechanism to control the flow of rehabilitation work to ensure efficiency and the timely expenditure of funds. Based on demand, marketing efforts will be increased or decreased to achieve program objectives.

C. APPLICATION REVIEW AND APPROVAL PROCEDURE

The Staff will perform the following tasks:

1. Review application for completeness and for income and owner-occupant eligibility status.
2. If upon review of the application the staff determines the applicant is ineligible, inform the applicant in writing of such determination.
3. If upon review of the application the staff determines the applicant is eligible, NPP Staff will log the application into the program database, enter the eligibility determination date, and set up a six-part classification file to maintain all required documentation.
4. Obtain a property information report from the City's GIS system or another property information service provided by the City's title company. This report must include the Assessor's Parcel Number, square footage, year built, ownership information, flood zone information, transaction history, and other pertinent information used to verify property type, size, age, value, and physical location.
5. Obtain a Policy of Insurance of Record Title (PIRT) and estimated property valuation information.
6. If the Applicant has received prior CDBG funding for home rehabilitation or repair, the Applicant is not eligible for further funding. For emergency conditions, please see letter (F) "Emergency Conditions".

D. PROGRAM ELIGIBILITY

To be eligible for assistance, the following conditions must be met:

1. Applicant Eligibility

Applicants must be of legal age. Applicants will be served on a first-come, first-served basis. City Councilmembers, and any employee, official or agent of the City who exercises any policy or program decision-making function in connection with the NPP is ineligible for assistance under the Program. This policy extends for a period of one year beyond an individual's disassociation with the City of Carson in such capacity.

If the Applicant has received prior federal funding for home rehabilitation or repair, the Applicant is not eligible for further funding. For emergency conditions, please see letter F "Emergency Conditions" above.

2. Determination of Income

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HUD each year **(Attachment C)**.

The link to the official HUD-maintained income limits for CDBG activities is: https://www.huduser.gov/portal/datasets/il.html **Household:** means one or more persons who will occupy a housing unit. Unborn children don't count in family size determination.

INCOME QUALIFICATION CRITERIA

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Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HUD income limits. Income qualification criteria for HUD will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

a. HOUSEHOLD INCOME DETERMINATION:
Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

b. ASSETS:
There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g., interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

c. Property Eligibility Requirements:
Existing conventional detached owner-occupied residential housing and residential mobile homes, or multi-family low-mod (LMI) household having an income of 80% or less than the area median income, located within the City of Carson corporate city limits, are eligible for assistance. The applicant must be the owner of the property under an officially recorded grant deed or mobile home title and shall furnish appropriate evidence with their application. All taxes, assessments, and insurance premiums currently due or in arrears on the real estate must be paid before loans or grants are made. The applicant property must have sufficient fire insurance as necessary to protect the owner and the City's interest in the property.

Participant shall be required to maintain owner-occupancy of any property assisted with NPP Grant funds for a minimum period of one year from the date of completion of the repairs as determined by the date of the Notice of Completion, and in conformance with the provisions of the Participation Agreement. In the event that owner-occupancy is not maintained for the minimum one-year period, (if allocated amount is over $30,000 owner-occupancy must be maintained for a three period) all NPP Grant funds expended on behalf.

E. DETERMINATION OF PROGRAM ASSISTANCE LEVEL PER UNIT

The level of program assistance for a particular project depends on two factors: (1) the maximum and minimum assistance limits; and (2) the condition of the property.

1. Minimum and Maximum Loan

The minimum loan is $5,000.00 per eligible property. This minimum is established to offset the administrative costs associated with the implementation of the program. The maximum loan amount is $50,000.00 per eligible property.

2. Condition of the Property

The level of assistance depends largely on the condition of the dwelling that is to be rehabilitated and whether major health and safety conditions are present.

3. Loan Underwriting Standards and Assistance Level

The amount of loan assistance provided is determined by the amount of housing rehabilitation that is eligible, necessary, and reasonable, and also by the ability of the homeowner to repay the loan.

Loans may not exceed the amount necessary to perform the City and owner-approved rehabilitation work, as determined by the results of the homeowner's competitive procurement.

4. Property Inspection Procedures

Inspections shall be performed a minimum of three separate times during the rehabilitation process. The initial property inspection takes place following NPP Staff's determination of applicant and property eligibility to determine rehabilitation needs, obtain photo documentation of site conditions, assist in the preparation of a scope of work, for the purpose of the developing a RSC funding recommendation, developing environmental review determinations, and whether or not hazardous materials testing will be necessary. The next series of inspections takes place during the construction phase to verify compliance with contract specifications and validate the payment of funds to the contractor. Upon completion of all work items, NPP Staff and the owner will conduct a final inspection.

5. Work Description

Following the initial inspection, Staff drafts the Work Description and Bid Proposal Form. This document details the work that will be competitively bid by the owner. The Work Description is a detailed list of specific activities and an estimate of the cost of each activity to be completed. The Work Description's items are prioritized in order, with code items first and lesser priority improvements listed thereafter. Prior to the owner's contractor procurement, the Work Description must be approved by the RSC in its function as the screening committee. Following approval, bid packages shall be provided to the homeowner with detailed instructions on how to conduct the procurement.

6. Lead-Based Paint Evaluation and Requirements for Pre-1978 Units

As part of the program application, owners are provided with information regarding the dangers of lead-based paint. Evidence of receipt of this information is maintained in the project file. The lead-based paint requirements can have a significant impact on the final scope of work. When the housing unit in question was built prior to January 1, 1978, the

lead-based paint requirements apply. Based on the amount of subsidy provided to the project, different levels of action are required on the part of the City, as shown in the following table:

Loan Amounts	**<$5,000**	**$5,000-$25,000**	**>$25,000-$50,000**
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint testing of surfaces to be disturbed by rehabilitation	Paint testing of surfaces to be disturbed by rehabilitation AND Risk assessment	Paint testing of surfaces to be disturbed by rehabilitation AND Risk assessment

Any required lead-based paint inspections (initial and clearance) will be performed by the City's contracted lead-based paint testing firm. The contractor engaged to encapsulate and/or stabilize lead-based paint will not be paid until evidence of a lead-based paint clearance is provided to the City. Lead-based paint inspection reports and risk assessments (as applicable) will be provided to the owner and made available to contractors as an appendix to the Work Description and Bid Proposal Form.

7. Cost Estimating

The Work Description is the basis for estimating the cost of each work item. In many cases, a work item is derived from a standard specification. Using a tabulation of recent bids as a guideline, prior to the distribution for owner procurement, NPP Staff shall prepare an internal cost estimate for each repair item and the entire project.

8. Asbestos Testing and Abatement

F. EMERGENCY CONDITIONS

In the event that an eligible applicant has an emergency condition on the property that requires immediate attention based on a potential health and safety code such as, utility hazards that require immediate shut off: deteriorated and/or damaged roofs, ADA required improvements, at the request of applicant, the City Manager or his/her designee will consider the provision of accelerated assistance to address the emergency health and safety concerns. An eligible applicant must be within income guidelines and will not have had prior use of federal funds.

Program Inspector will inspect the property to determine the property deficiency and provide an inspection report to the City Manager or his/her designee detailing the need and costs associated with rectifying the immediate health and safety concerns.

The City Manager or his/her designee will review the inspection report and provide a determination regarding the provision of accelerated funding. Any CDBG funding provided under emergency conditions shall address the only the emergency and specific health and safety concerns.

If the applicant has received prior CDBG funding in the form of a grant for home rehabilitation and/or repairs, the applicant is not eligible for grant funds. The applicant is only eligible for a deferred loan and must meet all loan required criteria as stated in section II.

All funding allocations that exceed the grant or loan amount must be approved by the City Manager or his/her designee and/or his designees and any loan in excess of $30,000 must additionally be approved by the City Manager on a case-by-case basis.

G. APPLICATION PROCESS AND PROCEDURES TIMELINE

A typical rehabilitation loan project will follow this process: Review Application
-Verify applicant eligibility. Review supporting income documentation to determine household income.
-Verify property eligibility. Review Grant Deed/Mobile Home Registration and utility bills.

Approve Application
-Start Project File using File Checklists
-Schedule initial property inspection via phone
-Send Initial Property Inspection letter
- -Run property I.D. report (GIS & property profile)
-RSC Review and Approval

Deny Application
Issue Termination Letter with explanation of why the application was not accepted. Place copy of application in termination file; return original application to applicant.

Initial Property Inspection
-Complete inspection checklist
-Print and file inspection photographs
-Draft Work Description and Bid Proposal Form
-Prepare internal cost estimate

Environmental Review
-Complete Federal Rehabilitation Environmental Review form
-Complete lead-based paint determination
-Order Lead-Based Paint report (as applicable)
-Submit Historic Review Request to State Historic Preservation Officer ("SHPO") (properties over 50 years old with the exception of mobile homes, which are not considered historic regardless of age).

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Loan Approved
-Send RSC Approval Notification and Request for Approval of Work Description Letter

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Initiate Owner Procurement Process
-Upon receipt of signed Work Description, transmit bid packages including hints for securing bids, four (4) work descriptions with instructions to bidders and the City's list of interested contractors.

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Bid Evaluation
-Owner submittal of three (3) or more responsive bids to City
-City evaluation of submitted bids and internal cost estimate
-City evaluation of lowest responsive and responsible bid contractor eligibility (CSLB, EPLS, City Business License, Worker's Compensation, additionally insured General Liability Insurance and W-9 form)
-Schedule pre-construction meeting 1 week following loan document execution.

Loan Document Execution
-At City office, Owner executes:
  -Promissory Note
  -Deed of Trust [Notary]
  -Truth In Lending
  -Itemization of Amount Financed
  -Notice of Right to Cancel
  - Improvement Agreement
-Principal Administrative Analyst Executes:
  -Request for Notice [Notary]
  -Improvement Agreement
-Prepare construction contract
-Submit Deed of Trust and Rider Request for Notice to Title company for recordation following the three (3)-business day cancellation period.

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Pre-Construction Conference & Construction Contract Signing
-At project site, review the Work Description and Bid Proposal Form
-Review contract documents, payment provisions, time of performance, and the General Conditions
-Execute contract documents (providing copies to Owner and contractor)
-Complete pre-construction conference Sign-In Sheet and Minutes

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Notice to Proceed
-Following the three (3) business day cancellation period, issue the Notice to Proceed.

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Monitoring Construction: Progress Payments & Contract Change Orders
-Upon contractor submittal of partial invoice for 100% completed contract line items to the City, City reviews invoice and supporting documentation and prepares the payment request package, including:
  -Progress Inspection Report
  -Payment Release Authorization Form
  -Contractor Invoice – Contract & Owner to sign; Inspector to sign
  -Conditional Lien Release
  -Signed-off City/State Permits for invoiced line items requiring permits
-City conducts progress inspection with Owner and obtains required approval
-City processes payment request
-City receives, reviews, and processes contract Change Orders as necessary

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Final Payment & Notice of Completion

-Upon contractor submittal of final invoice for 100% completed contract line items (not previously paid) to the City, City reviews invoice and supporting documentation and prepares the payment request package, including:
  - -Final Inspection Report
  - -Payment Release Authorization Form
  - -Contractor Invoice
  - -Conditional Lien Release
  - -Signed-off City/State Permits for invoiced line items requiring permits
  - -Notice of Completion form

-City conducts final inspection with Owner and obtains required approval signatures, including the execution of a Notice of Completion. City confirms that Owner has not received any 20-day Preliminary Notices of Lien.

-City takes pictures of final work product to match up with initial inspection photographs

-City processes final payment request

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Retention Release

-Thirty-five (35) calendar days following the recordation of the Notice of Completion, the City obtains the following documents from the Owner: Retention Payment Release, Authorization, Program Survey, Acknowledgement of Receipt of Final Project Statement

IV. ELIGIBILITY CRITERIA – SINGLE-FAMILY and MOBILE HOME

A. SINGLE-FAMILY APPLICANT

1. Eligible Applicants

   Eligible applicants are owners of single-family detached residential properties or mobile homes located within the Carson corporate city limits. Eligible applicant properties must be owner-occupied dwelling units. All title holders must sign all program related documentation to be considered eligible applicants.

Single Family Homeowner Rehabilitation Procedures needed for Non-residing co-owner situations:

- Non residing co-owners must provide:
  - Either a current deed or lease in their name to a property different than the assisted property.
  - Current utility bill in their name at the property listed on the deed or lease ~~in the 1st bullet point~~.
  - Notarized letter from all owners indicating that the non-residing owner(s) are not living at the assisted property.
- The review of household income for the assisted property must include any income that is regularly being sent to the residing owner(s) by the non-residing owner(s). If no income is being received by the residing owner(s), the minimum documentation showing this must be a notarized signed statement from the non-residing owner(s) indicating that they do not provide regularly scheduled funds to the residing owner.
- ~~Procedures describing what happens to the household's compliance with the City's program l~~If the residing income qualified owner(s) pass(es) away unexpectedly~~,~~ during the City's one-year owner-occupancy requirement period, grant funds need not be returned unless property is sold or title is transferred to a non-occupant owner.
- ~~Procedures indicating that a~~All owners must give consent to carry out the rehabilitation of the property.

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Program loans may only be made to owner-occupants with acceptable credit history and clear title to an eligible property in need of rehabilitation. As a prerequisite to eligibility, an applicant must be willing to correct all current code violations (per Building and Safety regulations).

City Council Members, and any employee, official or agent of the City who exercises any policy or program decision-making function in connection with the NPP are ineligible for assistance under the Program. This policy extends for a period of one year beyond an individual's disassociation with the City of Carson in such capacity.

2. Eligible Household Income

In accordance with CDBG requirements (24 CFR 91.5), owner-occupant household income may not exceed 80% of the Los Angeles County Area Median Income adjusted for household size (Moderate Income) as promulgated by HUD (See Attachment "A"), which is based on updated income guidelines which are provided by HUD annually.

The determination of annual household income shall be made by NPP staff in accordance with the requirements of the CDBG program utilizing HUD guidelines Chapter 5 of determining income and calculations.

a. Applicant's current source of income is pension benefits, social security and/or Social Security Insurance (SSI) payments and/or related payment benefits resulting from retirement due to age.
b. Applicant's current source of income is disability, social security, SSI, worker's compensation,
and/or other benefits resulting from permanent and/or temporary disability of no less than 12 months in duration.

c. Applicant's current source of income is social security, SSI, AFDC, child support and/or a combination of the subsection above.

Applicant's income may include, but is not limited to:

a. The applicant's gross earnings.

b. Spouse's gross earning, and earnings of all other members of the family who share the household, if the employment of the spouse or other family member is a definite characteristic of family life.

c. Other income regularly received by the applicant or their family from any source including payments from social security, annuities, insurance policies, retirement funds, pension, disability benefits, unemployment and disability compensation, and worker's compensation.

d. Income from assets including savings, stocks, bonds, vacant land, etc.

e. Income from real estate including rental units on the property to be rehabilitated based on:

i. Gross rental income, less (b).
ii. On the basis of an average of experience for two or more years, expenditures for mortgage principal and interest, mortgage insurance premium, service charges,

hazard insurance, real estate taxes, special assessments, maintenance, and repairs, heating and utilities, ground rent, and other cash expenditures for the property such as advertising vacancies shall be calculated and deducted to obtain net income amount. If the applicant has not owned the property for two years, the City shall estimate the income and expenditures on the available experience.

f. Business Income

i. Applicant must submit current two years Federal Income tax returns.
ii. Must submit a financial statement for the past six months.

3. Eligible Improvements

Program loans and grants may be expended for:

- structural repairs
- roofs
- insulation
- rodent and pest extermination
- cabinets
- counters
- plumbing repairs
- electrical repairs
- installation or repair of heating and air conditioning systems
- windows/window frames
- door/door frames
- flooring
- fencing
- hardscape
- asbestos abatement and lead base paint removal
- painting (interior and exterior)
- energy efficiency improvements
- Americans with Disabilities Act (ADA) improvements

Site work involving the foundation, drainage improvements or any health and safety concerns or code violations may also be eligible. Current building and code violations and health and safety related repairs shall take precedence over all other repairs, including general property improvements. Construction of room additions or the initial construction or repair of luxury items and recreational areas (i.e., bar-b-ques, saunas, hot tubs, patio covers, etc.) are not eligible for NPP funding.

In the event that illegal construction is determined to be present on the applicant's property, NPP funds may only be used for the removal of the illegal condition, as determined by the Program Inspector or Building and Safety Inspector.

Construction materials used for this Program shall conform to the specifications designed by State Building Code Regulations. If the Participant desires to upgrade the approved work-scope items beyond designated standard grade materials, the Participant may be allowed to fund the difference between the standard and upgraded materials, subject to RSC review and approval. If approved by the RSC, an analysis will be performed by NPP staff to determine the reasonableness of the change, and the Participant must provide personal funds to the City for the upgrades, at the time of the signing loan or grant documentation. The amounts for any

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upgraded items shall be clearly designated on the contractor agreement and indicate that the Participant is funding this portion of the construction activity.

Following rehabilitation, all dwellings must meet, at minimum, local code requirements to the greatest extent feasible and practicable given program assistance limits. The City of Carson has adopted the State of California codes, which shall be used as the minimum standard for all work performed under the NPP.

4. Eligible Costs

In addition to construction costs, Program loan and grant proceeds may also be used for any Program fees, such as, but not limited to the title report, credit report costs, document recordation costs, escrow costs, hazardous materials testing costs, hazardous materials removal or abatement, and other project-related soft costs that are necessary to implement the project.

5. Relocation

Relocation is not contemplated as a part of this rehabilitation activity. However, if relocation is required, such relocation shall be performed in compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 and Section 104(d) and may be paid for using program funds.

6. Loan Conditions, Rates and Terms

The maximum loan amount obtainable under the NPP is $25,000, which shall be used to address all applicable work scope items, inclusive of lead-based paint and asbestos remediation or removal. The loan amount can only be increased over the $25,000, if the initial property inspection reflects the property has required health and safety repairs. This must be approved by the Director of Community Development and cannot exceed max loan amount up to $50,000, and additionally must be approved by the City Manager. The minimum NPP loan amount is $5,000.

The NPP loan is deferred, and will accrue interest of 3% per year, and does not require monthly payments. The NPP loan is immediately payable inclusive of the unpaid principal balance, and any other amounts due under the Note upon the earlier of:

a. The sale, conveyance, transfer, hypothecation of the security, or any part thereof, or any interest therein, or divestment of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the City being first had and obtained; or
b. Failure to adhere to the provisions of the General Conditions and Loan Agreement,; or
c. Failure to perform any obligation under the Deed of Trust securing the Note, or any other Deed of Trust encumbering the security.

Participant may pre-pay the loan at any time without penalty.

The loan is not assumable except under the limited circumstances listed below. The following allowable assumptions shall not be construed as a transfer under the provisions of this Policy:

a. The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
b. A transfer of the Property where the spouse becomes an owner of the property;

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c. A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property;

d. A transfer to an intervivos trust in which the Borrower(s) is/are and remains/remain the beneficiary and occupant of the property.

7. Loan Subordination

If an existing loan is being refinanced and loan subordination is requested, then the refinance cannot increase the amount of the then outstanding debt against the property except to cover the usual and customary fees related to the refinance. All subordination requests are subject to the Assistant City Manager approval.

8. Loan Repayments

All loan payments received under the NPP shall be entered into CDBG Revolving Loan Fund for the funding of future eligible NPP activities.

V. REHABILITATION STANDARDS

A. BASIC REHABILITATION STANDARDS

The NPP uses the building, health and safety codes adopted by the City of Carson. All rehabilitation work shall meet the City of Carson's adopted building, plumbing, electrical, and health and safety codes unless another standard's appropriateness prevails as determined by NPP Staff in consultation with the City's Building & Safety and Planning Departments.

1. Life Threatening or Safety Repairs

This standard is used to define the most urgent health and safety repairs such as unsafe plumbing or electrical wiring. All immediate life-threatening hazards, all health and safety hazards, and, to the extent feasible, all building code violations shall be corrected. Such hazards include, but are not limited to:

- Sagging structural parts of a house (e.g., porch, roof, floors, stairways), which are likely to collapse in the immediate future if not supported;
- Electrical conditions which are likely to result in a fire or threaten human life in the immediate future, including overloaded circuits, hazardous fixtures, switches, outlets or wiring;
- Plumbing repairs, which involve exposed sewage, leaking supply or waste lines, and inoperable water heaters;
- Mechanical system failures such as the leakage of gas or fumes from appliances that can lead to fire and cause serious injury; and
- Other conditions which pose life-threatening danger to the occupants of the dwelling.

2. Health and Safety Hazards

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Health and safety hazards are deteriorated or inadequate features of the structure. Such inadequacies include, but are not limited to:

- Defects in electrical and plumbing fixtures;
- Unsafe entrance and exit facilities;
- Lack of smoke alarms, carbon monoxide alarms or similar devices;
- Deteriorating or inadequate structural conditions, including crumbling foundations, dry rot, and termite damage; and
- Other code deficiencies.

All rehabilitation shall meet the California Title 24 energy efficiency requirements.

B. STANDARDS FOR REHABILITATION OF HISTORIC PROPERTIES

Special requirements must be met under the National Environment Policy Act and the National Historic Preservation Act of 1966 (and as amended) for historic structures under funding consideration under the NPP. When a unit is more than 50 years old, potential NPP projects will be submitted for review to the State of California, Office of Historic Preservation. In accordance with State Historic Preservation Office ("SHPO") guidance to the City of Carson, all mobile homes and any building less than 50 years in age will not be submitted for review. Under direction from SHPO, historic properties shall be rehabilitated in accordance with the most appropriate standards based on the age and architecture of the structure. The basic principle is to preserve the character of the exterior spaces and surfaces. This generally entails the submission of the Work Description to SHPO for review and comment.

C. EXAMPLES OF IN-ELIGIBLE REHABILITATION COSTS

Costs associated with the rehabilitation of existing structures are generally eligible under this program. The initial construction of room additions or installation or repair of luxury or recreational items (i.e. patios, bar-b-ques, pools, etc) and the purchase, installation or repair of personal property (furnishings) are not eligible for assistance. All rehabilitation items and costs are subject to the review and approval of the RSC. Some examples of eligible rehabilitation costs include:

- Building and other permit fees;
- Repair related architectural, design, and engineering services;
- Appraisal fees (as necessary);
- Policy of Insurance of Record Title, or Preliminary Title Report and Title Insurance (as necessary);
- Recording and filing fees;
- Credit reports (on a case-by-case basis);
- Termite inspection reports and eradication;
- Lead-Based Paint surveys and clearance reports;
- Asbestos Testing and Clearance;
- Geologic reports;
- Construction contract(s) for the implementation of rehabilitation work as specified in the approved Work Description and Bid Proposal Form, as approved by the NPP RSC, which may include items such as:
    - Correction of code violations;

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- Correction of incipient violations of the uniform building code;
- Cost effective energy conservation measures, including solar heating, cooling and water systems;
- Removal of lead-based paint hazards;
- Removal of asbestos hazards;
- Removal of barriers to the handicapped;
- Removal of rodents and roaches (pest control)
- Removal of termites;
- Repair/Replacement of roofing;
- Repair/Replacement of heating systems and air conditions systems (subject to RSC review and approval);
- Repair/Replacement of plumbing;
- Repair/Replacement of screens;
- Installation of new smoke and carbon monoxide alarms;
- Repair/Replacement of water heaters;
- Repair/Replacement of electrical work;
- Repair/Replacement of windows;
- Repair/replacement of stucco;
- Installation new dead bolt locks;
- Repair of kitchen or bath cabinets;
- Repair of fencing;
- Installation of new insulation;
- Any items determined eligible by the RSC; and
- The elimination of specific conditions detrimental to public health and safety, which have been identified by Program Staff.

D. PROPERTY STANDARDS

1. Minimum Standards

All housing must be improved to an acceptable level of appearance and desirability. The following general standards have been adopted and must be adhered to prior to or as part of the rehabilitation. As necessary, NPP Staff will coordinate with City Building and Safety and Code Enforcement to implement the following standards:

a. Repair or replacement of inadequate or broken structural, plumbing, electrical, roofing, heating and cooling systems.

b. Repair or replacement of broken or energy inefficient windows and screens.

c. Removal of all debris, abandoned vehicles and vehicle parts, unusable lumber, and other construction equipment, unserviceable water heaters, refrigerators, appliances, etc.

d. Removal or trimming of obstructing or hazardous trees and shrubbery.

e. Removal of dilapidated fences and accessory structures.

f. Repair or replacement of deteriorated steps, walks, and driveways.

g. Correction of improper grading which causes standing water or drainage toward a dwelling unit.

2. Incipient Deficiencies

In order to bring the dwelling up to local standards, incipient deficiencies should be identified and corrected. An incipient deficiency exists if, at the time of inspection, it appears that the physical condition of an element in the structure may fail or deteriorate into an actual deficiency in the near future (within 1-2 years). Examples of incipient deficiencies include but are not limited to the following:

a. A roof has one or more small leaks that can be patched at a low cost, but the roof will probably continue to develop leaks. The entire roof should be replaced.

b. A heat exchanger in a furnace may be expected to soon become inoperative or hazardous because of its age, condition, or use. A new heater should be installed.

c.

E. CONTRACTOR LIST AND QUALIFICATIONS

To facilitate competitive bidding, Staff shall maintain an active list of licensed contractors who are interested in participating in the NPP. This list shall be of limitless and sufficient number to achieve program goals. Outreach efforts shall include, but not be limited to, sending out an introductory letter to Carson general contractors with business licenses; general contractors listed in the phone book specializing in rehabilitation work (including historical rehabilitation); and contacting other municipalities in the area to obtain contractors lists. The list should include firms or persons who have a good performance record and should include information on minority- and women-owned business status in accordance with the CDBG regulations. Interested contractors shall apply for inclusion on the Carson Contractor List, by completing the Contractor Application process.

This list will be made available to NPP participants upon request. Prior to any contract award, NPP Staff must verify that contractors are properly licensed through the California Contractors State License Board (CSLB) and that the contractor's company and its personnel are not listed on the Federal Excluded Parties Listing Service (EPLS). Contractor must attend any required meetings. Contractors must maintain and furnish proof of General Liability Insurance ($1,000,000 aggregate minimum) with the City of Carson as an added insured in conformance with the City of Carson Risk Manager's language requirements, and appropriate Worker's Compensation Insurance. Contractors are required to provide a DUNs number. Contractors must maintain a current City of Carson Business License.

The City of Carson reserves the right to exclude contractors with poor performance records from the list and to deny such contractors from participation in the NPP. The provision of a contractor list to owners is in no way an endorsement of a particular contractor's ability to perform quality work. Owners may feel free to choose another contract not on the NPP Contractors' List. This contractor must be subject to qualifications, as those on the list were subject to.

VI. PRE-CONSTRUCTION PHASE

A. LOAN UNDERWRITING

Prior to drafting the Work Description and Bid Proposal Form, the City Manager or his/her designee must determine whether or not the applicant qualifies for deferred loan assistance. The following steps shall be taken prior to determining the scope of work:

A. STAFF WILL USE THE PIRT REPORT TO DETERMINE THE PROPERTY TITLE AND THE CURRENT AMOUNT OF SECURED DEBT (IF ANY) AGAINST THE PROPERTY.

B. STAFF WILL DETERMINE THE MAXIMUM RECOMMENDED LOAN AMOUNT WITHIN THE $30,000 PROGRAM LIMIT TO RECOMMEND TO THE CITY MANAGER OR HIS/HER DESIGNEE ANY AMOUNTS OVER $30,000 MUST BE ADDITIONALLY APPROVED BY THE CITY MANAGER.

B. WORK DESCRIPTION AND BID PROPOSAL FORM

After the Homeowner's eligibility is established, the feasibility of rehabilitating the property must be established. The Work Description and Bid Proposal Form is a detailed list of specific activities to be undertaken in the course of the rehabilitation project.

1. Initial Inspection by Program Inspector

   Program Inspector shall make an appointment to visit and inspect the subject property, and shall:

   - Review the applicant's requested repairs in person while photographing and inspecting all accessible areas of the property (interior and exterior);
   - Review all items of concern identified in the inspection as a "preview" of the forthcoming Work Description and Bid Proposal Form. Provide the owner with an opportunity to provide any additional pertinent information;
   - Take pictures and note repair locations; and
   - Develop the Work Description and Bid Proposal Form within 10 calendar days of the inspection and obtain RSC approval.

2. Environmental Process

   NPP Staff shall be responsible for completion of all required National Environmental Policy Act (NEPA) requirements prior to the commitment of CDBG funds, inclusive of the Statutory Worksheet, Appendix A, Notice of Intent, Request for Release of Funds, and Rehabilitation Environmental Review Form (all - as required).

3. Rehabilitation Feasibility

   The inspector shall make a determination on the feasibility of rehabilitating the property with the following factors taken into account:

   - Location of structure
   - Rehabilitation costs
   - Type of improvements

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- Type of structure
- Condition of structure
- Homeowner's needs

In situations where a property's condition is not suitable for occupancy, NPP Staff may consult with the City's Building & Safety Department to determine whether or not the maximum amount of assistance would be sufficient to make the property habitable.

4. Work Description Objectives

The Work Description is the central management document for each project. All fundamental program goals are embodied in the Work Description. Among its specific objectives are:

- The prioritization of code deficiencies (especially life threatening and health and safety deficiencies) over general property improvement.
- Documentation of the allowability of all proposed improvements.
- To ensure mutual understanding regarding work to be performed between all parties involved in the project.
- To serve as a basis for obtaining reliable and comparable bids from contractors.
- To serve NPP Staff as a tool and basis for estimating itemized costs of individual proposed work items.
- To serve as a basis for the contract between homeowner and contractor, and to relate that contract to the program's goals.
- To serve as a checklist in reviewing work performed.
- To honor claims for materials and performance.
- To serve as a dispute resolution instrument.

5. Developing the Work Description

Program Inspector shall develop the Work Description. The steps of the process are:

6. Inspecting the Property

Program Inspector must physically walk throughout the property and the dwelling, identifying every substandard feature and noting all improvements necessary to bring the dwelling up to Code.

Note: Program Inspector may consult the Building and Safety Department and Planning Department on any issues that require interpretation of the Building Code or Municipal Code and related issues as necessary.

7. Obtaining Homeowner Input

Consultation with the homeowner should focus on three items:

- Informing the homeowner of deficiencies identified;

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- Obtaining homeowner preferences regarding options for correcting these deficiencies; and
- Obtaining a list of general property improvements desired by the homeowner.

The Work Description may not contain details which have no significant effect on cost, such as color, style or pattern. The work descriptions may indicate that these items are to be selected by the property owner from contractor-provided samples.

8. Work Priority/Phasing

   Staff shall organize the list of work activities in a descending order of priority; with code deficiencies first.

9. Drafting the Specifications

   Drafting the specifications involves re-writing the notes taken at the on-site inspection into specific instructions covering: a) the quality of materials to be used, b) the procedures to be followed, c) specification of the exact areas where repairs are to be performed. The specifications must be precise and characterized in technical construction terminology.

10. Completing the Work Description

    The process of completing the Work Description involves transferring the detailed, priority specifications to the Work Description form. Each specification should be separated clearly from the others, so that contractors can make itemized bids legibly.

11. Review by the Homeowner

    The homeowner should review the contents of the Work Description and sign the form indicating that they have reviewed and agree with the list.

C. DETERMINING COST REASONABLENESS

Staff must always prepare their own cost estimate for the work. The internal cost estimate shall be printed on a copy of the approved Work Description and Bid Proposal Form and/or the Bid Evaluation Form and placed in the project file. These cost estimates shall be derived from market cost data available to Staff based on competitive bid prices supplied for projects within the last 12 months. The internal cost estimate shall not be provided to contractors. A reasonable bid will be within 10 to 15 percent of the City's internal cost estimate. If the difference exceeds 15 percent, further negotiation with the lowest responsible, responsive bidder should be attempted to ensure cost reasonableness.

Upon receipt of the owner's three lowest responsive, responsible bids on the City's Work Description and Bid Proposal Form, Staff will prepare the Bid Evaluation form to compare line item prices and to accurately determine the lowest responsive bid.

D. GRANT AND REVIEW COMMITTEE (RSC)

The RSC voting members shall consist of the NPP Staff, Managers and Directors as required. Prior to convening an RSC meeting, Staff will prepare the RSC Report describing the proposed work to be completed along with the applicant's eligibility criteria. Staff will review the complete

DRAFT

application package with the RSC members, who will approve or disapprove the grant and loan in accordance with the NPP Policy and the grant and loan underwriter's recommendations.

E. OWNER PROCUREMENT

Following the RSC approval of the Work Description, the NPP Staff prepares and sends bid packages for the owner's procurement. The bid package includes the following:

- Instructions to Bidders;
- NPP Interested Contractor List;
- Work Description and Bid Proposal Form;
- Owner-provided Structural Pest (Termite) Report (as applicable);
- Lead-Based Paint Survey (as applicable); and
- Other work related documents (engineering report, etc. - as applicable).

Generally, owners are required to submit bids from B-licensed General Contractors unless the Work Description only contains a single-trade item such as roofing only, electrical only, or plumbing only. In such instances where only a single trade contractor is to be used, a specialty contractor (C-licensed) appropriately licensed for the trade to be performed can be utilized.

F. IMPROVEMENT AGREEMENT

The Improvement Agreement is an agreement between the City and the owner that links the loan and grant documents to the construction contract agreement. It is a contract between the City of Carson and the applicant setting forth the terms and conditions of the loan or grant of NPP funds, specifically:

a. Source of funding.
b. Applicable funding source requirements.
c. Conditions of program eligibility.
d. Amount borrowed or granted.
e. Applicable loan or grant terms.
f. Amounts for lender services.
g. Property against which loan is secured.
h. Basic use of the NPP funds.

At all times throughout the application and pre-construction phases, it is critical that NPP Staff emphasize to owners both verbally and in any written correspondences that absolutely no program funds have been committed or approved by the NPP until both the NPP Management and owner signs the Improvement Agreement. Only after this occurs can funds be encumbered.

G. LOAN DOCUMENTS

A complete set of Loan Documents should include the:

a. Promissory Note;

DRAFT

b. Deed of Trust for real property and Rider, or the Statement of Lien for mobile homes;

c. "Notice of 3-Day Right to Cancel" form;

d. Financing Disclosure Statement (Fair Lending Notice);

The Loan Agreement shall be a legal contract that precisely and formally delineates the reciprocal obligations of both the borrower (the homeowner) and the lender (the City). NPP Staff will meet with the homeowner to obtain the homeowner's signature on the Loan Documents and have the Deed of Trust and Request for Notice notarized.

H. RECORDATION OF THE DEED OF TRUST

Loan closing is a routine process whereby NPP Staff provides the loan documents to the borrower for review and signature in the presence of a Notary Public. At the borrower's request, the loan documents may be prepared and forwarded by mail in advance of the loan-signing meeting for their review or for review by their counsel at their own cost.

NPP Staff must observe the mandatory three business day waiting period prior to sending the original Deed of Trust (real property) to the title company for recordation with the Los Angeles County Recorder.

I. PRE-CONSTRUCTION MEETING

The objectives of the pre-construction meeting are to: (i) inform all parties of their roles and responsibilities throughout the construction phase; (ii) inform the owner and contractor about their rights under the contract agreement; (iii) review the scope of work and address any concerns prior to the execution of the contract; (iv) answer owner questions regarding construction methodology; (v) facilitate the selection of finish materials, colors, etc.; (vi) prevent unauthorized change orders; and (vii) inform the contractors about the payment process.

a. <u>This is accomplished by meeting with the owner and contractor and discussing the following items:</u>

- Review Work Description and Bid Proposal Form, making sure both the homeowner and contractor understand that only items in the Work Description and Bid Proposal Form will be accepted and paid for under the NPP loan or grant, unless there is a City-approved "change order."
- Review the performance and payment schedule.
- Review payment procedures - emphasize NPP Staff and homeowner approvals, and the time factors for issuing payment checks.
- Review change-order procedures - emphasize that no extra work may be performed without a NPP Staff-approved change order.
- Provide and discuss lien release forms.
- Emphasize contractor responsibility for permits and inspections. The contractor and homeowner must be informed that progress payment reviews by NPP Staff are not building inspections, and that the scheduling and performance of such inspections is the responsibility of the contractor.
- Confer with the contractor and homeowner to establish a mutually agreeable construction "start date" and "completion date".

- Explain that the owner, contractor, and City must jointly sign a "Notice to Proceed." The Notice specifies the agreed upon "start date" and gives an agreed upon number of calendar days thereafter for completion of the job. Explain to the homeowner and contractor that work performed prior to the "start date" is not reimbursable under the NPP.
- Execute the Construction Contract.
- Inform contractor that rehabilitation of the dwelling shall be completed within either 30 or 45 days, depending on the agreed upon time period with the owner.

J. CONSTRUCTION CONTRACT

During the Pre-Construction Conference, the City shall present a construction contract to the homeowner and the selected contractor. The construction contract shall contain the following items:

- The Contract Agreement;
- The Work Description and Bid Proposal Form;
- General Conditions;
- Three-day Notice of Right to Cancel;
- Schedule of Progress Payments; and
- Mechanic's Lien Warning.

K. RECORDS

Staff must place the original of all documents, fully signed, in the project file. Appropriate copies shall be provided to the owner and contractor.

VII. CONSTRUCTION MANAGEMENT

A. ISSUANCE OF THE NOTICE TO PROCEED

The contractor may not begin work until the contract with the homeowner has been signed and the City has issued a "Notice to Proceed." The contractor shall obtain building permits before commencing any work. Rehabilitation work is to commence within ten (10) calendar days of the issuance of the "Notice to Proceed".

B. FINANCIAL MANAGEMENT

Financial Management is the activity of planning, organizing and controlling the flow of NPP funds. The objectives of the financial management process are to:

- Maintain accurate records;
- Accurately monitor the rate of expenditure in relation to NPP requirements;
- Facilitate prompt payment to contractors; and
- Avoid over-payments, double payments, etc.

C. PROGRESS REVIEWS AND RELEASE OF FUNDS

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The Progress Review/Payment Authorization process is the means by which loan and grant funds are authorized for contractor payment. The primary objectives of the Progress Review/Payment Authorization process are to:

a. Release funds only for work performed in accordance with the Work Description or an approved change order;

b. Obtain required lien release documentation; and

c. Document all releases of funds for audit purposes.

D. PERFORMANCE SCHEDULE

Included in each Construction Contract is a performance and progress payment schedule. Typically, a performance and progress payment schedule will provide for one to three phases in the construction process. In each phase, certain work will be performed, invoiced and paid.

NPP Staff will periodically (generally every 7 to 10 days, or more as necessary) review progress on all projects under construction for compliance with the established performance and payment schedules. In the event of delays, the following steps should be taken by NPP Staff:

- Telephone contacts with homeowner and contractor – documented in file.
- Site visits.
- Written notification to contractor and owner.

These and other action steps will be pursued in a systematic and consistent manner by NPP Staff and documented in detail, either through copies or on the file correspondence sheet.

When the work in a given phase is complete, and all required NPP and City inspections have been performed, and approved by homeowner, NPP Staff can process a Payment Authorization.

E. DISBURSEMENT OF FUNDS

The NPP Staff shall disburse funds in accordance with the following procedures:

a. Upon receipt of a contractor's invoice, NPP Staff and the homeowner shall inspect the property to ensure that the invoiced work items are 100% complete in accordance with the Work Description. The homeowner shall sign the Progress Inspection Report and Payment Authorization forms. If the work is not satisfactorily completed, the homeowner and/or Staff shall notify the contractor in writing so that corrective actions are made.

b. Progress payments shall equal 90% of the cost of such work items completed, as determined by the bid breakdown. Retention equal to 10% of each progress payment shall be withheld until the project has been completed, and the 35-day period following the date of recordation of the Notice of Completion has elapsed. The recordation of the Notice of Completion within 10 days of the project's completion initiates a 35-day period of time where liens may not be recorded against the property; thus, allowing sufficient time for contractors, subcontractors, and suppliers to receive payment following the NPP 90% disbursement(s). Progress payments due the contractor shall be paid after NPP Staff approval of receipt and verification of contractor's invoice(s) and satisfactory Release of Liens, or claims for Liens, by contractor, subcontractors, laborers and material suppliers for work completed and materials installed.

DRAFT

c. After the homeowner and NPP Staff have verified that payment should be made, NPP Staff shall transmit a request for disbursement to the Business Development Manager for review and approval. Upon the NPP Management's approval, the request for disbursement may be processed for payment.

F. CHANGE ORDERS

Change Orders, delays, and disputes are all issues that can arise in construction. All three can interfere with program goals, unless they are minimized and handled expeditiously.

A Change Order is a written modification to the Work Description. In order to be valid, the homeowner, contractor and the City must approve a Change Order. Work other than that described in the Work Description and approved Change Order, including work performed before the Change Order is fully approved will not be paid with NPP funds. It is NPP Staff's responsibility, through the progress review process to strictly and consistently enforce this rule. Change Orders relating to unforeseen difficulties encountered during the course of construction may receive verbal approval from NPP Staff so as not to interrupt or stem the flow of work. All change order approvals are to be followed immediately with appropriate paperwork and must be approved by the City Manager or his/her designee. The Change Order Process is as follows:

a. The homeowner or contractor initiates change order requests. In cases where the homeowner contacts NPP Staff for a Change Order, NPP Staff should remind the homeowner and the contractor that no change in the Work Description is approved until all parties have signed the Change Order and that any work performed prior to approval of the Change Order will be paid for with NPP funds if it does not exceed the grant or loan amount. All change orders must not exceed 20% of the original grant or loan amount.

b. Staff shall promptly visit the home and determine the following:

   1) Is all work performed by the contractor at the site authorized by the contract agreement?

   2) Is the change appropriate based on an assessment of on-site conditions?

   3) Does the proposed change conform to the NPP Policy and Implementation Procedures?

   4) Is sufficient funding available to cover the additional costs (if applicable) associated with the proposed change order?

   The Change Order request is subject to the RSC review and approval or denial, NPP Staff shall promptly inform the owner and contractor in writing of the decision and document the decision and the reasons for the denial in the project file.

c. If the Change Order is approved, NPP Staff should prepare the Change Order for signature first by the homeowner and contractor and then by the Director of Community Development. The original signed Change Order should be placed in the project file, and copies should be transmitted to the homeowner and contractor. At this point, the work described in the Change Order may commence.

   Homeowners must sign invoices for work completed.

G. DELAYS

DRAFT

A delay is a failure to meet the timetable provided in the section of the agreement entitled "Performance and Payment Schedule". NPP Staff shall monitor projects for delays and, when necessary, devise corrective action for delinquencies.

H. DISPUTES

A dispute is a disagreement between the homeowner and the contractor, typically concerning satisfactory work completion, timeliness, or payment amounts, which can interfere with the progress of the project.

No concurrent NPP or other contractors at site

a. The first responsibility of NPP Staff in relation to any dispute is to avoid involvement. NPP Staff should remind the homeowner and the contractor that the NPP and City are not a party to the construction contract. The homeowner and contractor should therefore endeavor to resolve their dispute without outside involvement. It is helpful to refer the two parties back to the General Conditions of the contractor agreement, which sets forth a formal process for dispute resolution via correspondence.

b. Some disputes require mediation for resolution. To mediate the dispute, NPP Staff should complete the following:

   1) Schedule a meeting with the contractor and the homeowner at the City.
   2) At the meeting, NPP Staff should remind the parties of the program goals.
   3) The contractor and owner should explain the problem from their respective points of view.

   Talking through the problem from each point of view can sometimes assist the parties in identifying ways to address the problem to each person's satisfaction. In the event mediation fails to resolve the dispute, NPP Staff should again remind the two parties that the NPP and City are not a party to the agreement. However, NPP Staff may be able to make certain recommendations to the contractor and the homeowner in order to facilitate the completion of the rehabilitation work to the satisfaction of the owner. In the event that either party suggests or threatens litigation or is unwilling to fulfill their contractual obligations, NPP Staff shall advise the parties to exercise their rights as established within the General Conditions to the construction contract. When appropriate, NPP Staff may need to consult the City Attorney for advice on how and when to release contract funds depending on how each of the parties exercises their rights to terminate the contract agreement.

VIII. COMPLETION AND FINAL PAYMENT

The project completion and final payment process is intended to:

- Document completion of the work.
- Protect the homeowner from liens and title clouds.
- Assure prompt payment to the contractor.

When the contractor completes all work on the project, the contractor must submit an itemized invoice for all previously unpaid line items contained within the construction contract. NPP Staff will inspect

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all completed work together with the homeowner. The NPP Staff Inspector will note any incomplete or unacceptable items on a punch-list form and give a signed copy to both the owner and the contractor for correction.

The contractor is responsible for:

- Obtaining building permits and inspections from the Building & Safety Department;
- Obtaining and providing lien releases for work they performed, and from sub-contractors and material suppliers;
- Submission of contractor invoices on firm letterhead to NPP Staff; and
- Providing the owner with a written one-year warranty certificate covering the materials and workmanship of all contracted items, and for all manufacturer's instructions, documentation and warranties for all installed fixtures. Copy signed by owner & contractor to file.

The homeowner is responsible for:

- Monitoring the contractor's work throughout the project;
- Co-approval of payment requests from the contractor; and
- Understanding grant and loan obligations.

NPP Staff is responsible for:

- Maintaining all project related documentation in the project files;
- Conducting progress payment inspections to ensure that the quality of the work is acceptable;
- Ensuring that the project file documents all work requiring permits with a copy of the City or State (State permits for mobile homes only) permit signed off by the City or State Building Inspector;
- Maintaining the project accounting in the project file;
- Placing Lien Releases and Final Request for Payment in the project file;
- Answering questions from owners and contractors regarding the NPP Guidelines, Implementation Procedures and other associated program documents;
- Preparing Management Reports; and
- Preparing a Customer Survey for the homeowner upon the conclusion of the project. Signed copy to file.

35 days after construction completion and recordation of the Notice of Completion for the project, NPP Staff will follow-up with the homeowner and, if appropriate, make the final payment to the contractor of the 10% retention.

NPP Staff shall check with the homeowner for any construction deficiencies the owner feels should be corrected under the contract. If appropriate, NPP Staff should direct the contractor to make necessary corrections, which must be signed off by the homeowner. Staff should then release the 10% retention to the contractor.

IX. POST CONSTRUCTION

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The post construction phase concentrates on maintaining accurate records, safeguarding records, and servicing existing loans.

A. REQUIRED RECORDKEEPING AND FILES

Files shall be maintained to document the significant history of NPP activities for all projects. NPP Staff shall maintain these files for a period not less than five years following the repayment of loan funds or the completion of a grant-only project. Project files shall include, at a minimum:

- Section 1: Application Requirements – including the application, financial documentation, income determination, property documentation and demographic summary.
- Section 2: Correspondence – including official correspondence, Environmental Review/SHPO Documentation and Environmental Remediation Documentation (where applicable).
- Section 3: Inspection Report & Work Description – including pre-construction documents, contractor eligibility documents, contract award documents and post construction documents.
- Section 4: Project Accounting – including project funding summary, non-construction costs, change orders, construction disbursement costs and construction disbursement processing checklist, purchase order request and receiving reports.
- Section 5: Loan Underwriting & Grant Approval including the NPP Staff-prepared appraisal, PIRT, RSC report, RSC determination, and all executed loan and grant documents.
- Section 6: Project Contact Log including documentation on requests for demand, reconveyances, subordinations, and defaults. All notes – phone conversations with owner and/or contractor.

NPP Staff will keep copies of all solicitations for bids, contracts, women- and minority-owned business lists, solicitation lists, documentation of affirmative actions taken, and copies of any forms submitted by the contractor pursuant to the reporting requirements for a period of five (5) years. Original loan documents (i.e. Promissory Note, Deed of Trust, mobile home title, and PIRT) are to be maintained in a secure and fire resistant location, if possible, at the office of the City Clerk of the Carson City Clerk's Office. Copies of all original loan documents are to be maintained in the respective project files. The City maintains and grants access to its borrower information only in accordance with its internal security standards which restricts access to program personnel, or in response to a required official audit. When a loan is paid in full or is about to be paid in full, these documents will be released to a licensed escrow company, or in certain circumstances, they will be reconveyed directly to the borrower by NPP Staff.

B. PROJECT MATRIX (NEW DATABASE)

For each fiscal year, NPP Staff will maintain an active project matrix containing the case number, name, address, telephone number, racial/ethnic data, census tract, block group, household size, household income, income level (i.e. very low, low, moderate), housing cost burden percentage, year built, application date, inspection date, Work Description approval date, expected post-rehabilitation value, Loan Review Committee Approval Date, loan funds awarded, grant funds awarded, project soft costs (i.e. title, credit, lead-based paint testing, etc.), construction contract amount, contractor payment information, contract award date, notice to proceed date, final inspection date, recordation of Notice of Completion date, and project phase (i.e. pre-construction, construction, complete).

The project matrix shall be maintained by NPP Staff on an on-going basis.

C. LOAN DATABASE MAINTAINED FOR ALL PRIOR GRANT AND LOAN PROJECTS

In order to effectively manage the City's Revolving Loan Account and to maintain an accurate record of all loan activity, an on-going loan database will be established to track loan funds from when they are first secured to when they are repaid (or charged off—in the event of default). The database will include, at a minimum, the borrower's name, address, telephone number, Assessor's Parcel Number, loan amount, interest rate, date of recordation of Deed of Trust, recordation number, date of recordation of Request for Notice, recordation number, and information pertaining to the following outcomes:

- Request(s) for Demand of Payoff;
- Reconveyances;
- Subordinations; and default

D. LOAN PAYOFFS

The City will generally receive a request for payoff amount when repayment occurs as part of a property sale, transfer or upon an event of acceleration as defined in the Promissory Note. The request will usually come in the form of a Request for Beneficiary's Demand from an escrow company, title insurance company, or financial institution.

Due to potential errors and misunderstandings when discussing payoffs verbally, the City will provide a payoff demand only upon receipt of a written request. The City will communicate a payoff demand to the requestor only in writing.

E. RESPONDING TO A REQUEST FOR DEMAND

The following steps will be taken when the City has received a written request for a loan payoff demand:

- Upon receipt of the payoff demand, retrieve the loan file and review the loan agreement for repayment requirements. Check the comment section of the database for extenuating circumstances that may have been documented.
- Prepare a demand letter describing the principal balance, zero interest rate, date of loan, current date.
- Attach a copy of the request for beneficiary's demand to the demand letter and send to the requesting party.
- Place a copy of the demand letter and the original request for beneficiary's demand in the loan file.

F. RECONVEYING THE TRUST DEED OR MOBILEHOME TITLE AND REGISTRATION

After the City has received payment in full of "good" funds, the deed of trust will be released as a lien against the property. ("Good" means funds that are drawn on a title company, escrow company, or financial institution. Funds drawn on a personal account must be cleared through the bank before reconveying the deed of trust.) A Substitution of Trustee and Deed Reconveyance shall be prepared by NPP Staff to be recorded (the document will note the borrower's name and current address). The documents shall be prepared for the City Manager or his/her designee signature and be sent directly to the County Recorder or to the entity that provided the payoff funds, such as the title or escrow company for recordation. Upon receipt of the recorded reconveyance document, a copy of the recorded reconveyance will be maintained in the closed loan file and the original reconveyance will be sent to the borrower.

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G. RESPONDING TO A REQUEST FOR DEMAND

A borrower will be in default on the terms of the loan if they violate the conditions of the loan agreement. These default issues include the following:

- Failure to occupy the home as the borrower's primary residence;
- Selling or transferring the property by any means without prior approval of the City, except for the following exempt transfers:
  - (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant; or
  - (b) A transfer of the Property to the child or children of the Borrower upon death of the Borrower; or
  - (c) A transfer of the Property where the spouse becomes an owner of the property; or
  - (d) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
  - (e) A transfer to an intervivos trust in which the Borrower is and remains the beneficiary and occupant of the property.
- Allowing the rehabilitated building (interior and/or exterior) to fall into disrepair or be kept unclean, unsafe, or out of compliance with current City building codes;
- Non-payment of other mortgages, taxes, insurance, or Homeowner's Association Dues;
- Any further encumbrance of the property without the express written consent of the NPP Staff; and
- Obtaining a reverse mortgage agreement.

Because of the time required to monitor these issues, the NPP will generally enforce only those defaults that come to the attention of NPP Staff through the ongoing management of the loan portfolio.

H. SUBORDINATION

Subordinations to new first trust deed loans are not generally permitted. In the event that a borrower determines that it would be in their best interest to refinance their existing first trust deed loan to lower the interest rate and monthly payments without increasing the secured indebtedness of the first trust deed, Staff may consider recommending subordination to the City Manager or his/her designee. The staff may decline a request to subordinate at its sole discretion.

The NPP staff will consider subordination of loans under the following circumstances:

- Borrower will be refinancing their first mortgage at a reduced interest rate that results in lower monthly payments; and
- Borrower will not be withdrawing or using any equity for any reason (Note: Fees associated with the refinance may be included in the new first mortgage, provided that an apparent savings will be accrued to the owner over the term of the new loan versus remaining in their current mortgage).

The RSC generally will not recommend the approval of a subordination that involves any of the following:

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- Withdrawal of equity;
- Subordination to a loan involving negative amortization;
- Subordination to a variable rate mortgage loan or reverse mortgage loan;
- Change of ownership, including adding new owners or co-signer(s) onto the loan or title; or
- The combined total of the new first mortgage loan and the City's secured loan exceeds 90% of the appraised value of the borrower's property.

The City's loan will become immediately due and payable if the borrower at any time: 1.) takes out any other loan against the property in lieu of subordinating the City's loan, or 2.) uses refinance proceeds to repay revolving or other debt.

I. CHARGE OFFS

A NPP loan is considered a charge-off if it has been deemed uncollectible. NPP Staff, in consultation with the City Attorney's office, shall make every effort to pursue the City's interest in the event of foreclosure, bankruptcy, or any scenario that involves the sale or transfer of the dwelling or the cessation of the borrower's occupancy of the dwelling. In the even that a NPP loan becomes uncollectible, the status and disposition of the case must be accounted for in the loan database such that the loan is not reflected in the outstanding loan balance figures.

J. CLOSING THE LOAN FILE

After a loan has been paid in full and the corresponding deed of trust or mobilehome title has been reconveyed the loan file shall be closed. The loan database will be updated to reflect the status and disposition of the loan. Additionally, NPP Staff should ensure that proceeds from the closed loan file's repayment are allocated to current project(s) as soon as possible and that revolving loan accounts are expended prior to drawing on any current-year CDBG funds. Closed files will be maintained for a period not less than five years.

K. PROGRAM GUIDELINES CHANGES AND MODIFICATIONS

Minor changes to these Program Guidelines involving administrative procedures or accommodation to adapt to regulatory changes may be performed with the approval of the City Manager or his/her designee and/or designee. All other changes require the approval of the Carson City Council.

DRAFT

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 15, 2024, 5:00 PM

DISCUSSION 26.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Option 1

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS 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 October 1, 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 2024-2025.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

Exhibit 1 - October 15, 2024, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		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)		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
Vacant (AR)			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
Vacant (AR)	At-large		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