

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



**TUESDAY, NOVEMBER 19, 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

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***“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](http://www.carsonca.gov) or on Youtube: [www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage](https://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](mailto: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)

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ROLL CALL (CITY CLERK)

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FLAG SALUTE

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INVOCATION

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1. PASTOR MICHAELLA AGAG FROM PENTECOSTAL MISSIONAL CHURCH OF CHRIST (4th Watch)

CLOSED SESSION (Items 2 - 4)

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

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ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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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 5 case(s)

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

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REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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## INTRODUCTIONS (MAYOR)

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

## PRESENTATIONS

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### 6. UPDATE FROM VETERANS AFFAIRS COMMISSION

### 7. UPDATE FROM YOUTH COMMISSION

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

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

## APPROVAL OF MINUTES

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### 8. APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY NOVEMBER 6, 2024 MINUTES (CITY COUNCIL)

#### RECOMMENDED ACTION

— APPROVE the minutes as listed.

## CONSENT (Items 9 - 22)

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### 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.

### 9. CONSIDER ADOPTING RESOLUTION NO. 24-109, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$841,207.34, DEMAND CHECK NUMBERS 175963 THROUGH 176069 FOR GENERAL DEMAND AND THE AMOUNT OF \$5,795.00, CHECK NUMBERS 1287 THROUGH 1287 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

#### RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-109, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$841,207.34, DEMAND CHECK NUMBERS 175693 THROUGH 176069 FOR GENERAL DEMAND AND THE AMOUNT OF \$5,795.00, CHECK NUMBERS 1287 THROUGH 1287 FOR CO-OP AGREEMENT DEMANDS".

10. CONSIDER ADOPTING RESOLUTION NO. 24-11-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 24-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018".

11. CONSIDER ADOPTING RESOLUTION NO. 24-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,890.00, DEMAND CHECK NUMBERS SA-001936 THROUGH SA-001936 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution NO. 24-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,890.00, DEMAND CHECK NUMBERS SA-001936 THROUGH SA-001936".

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

RECOMMENDED ACTION

- 1. RECEIVE and FILE this information.

13. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD OCTOBER 1, 2024 THROUGH OCTOBER 31, 2024 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. RECEIVE and FILE this information.

14. CONSIDER APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM FUNDING (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2022" between the City of Carson and Los Angeles County Metropolitan Transportation Authority (Exhibit No. 1. "LACMTA MOU"); and
- 2. AUTHORIZE the Mayor to execute the LACMTA MOU, following approval as to form by the City Attorney.

15. CONSIDER APPROVING A CONTRACT SERVICES AGREEMENT WITH MERCHANT LANDSCAPE SERVICES, INC., TO LASER LEVEL THE BASEBALL DIAMOND INFIELDS AT CARSON, DOLPHIN, AND DOMINGUEZ PARKS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the proposed Contract Services Agreement between the City of Carson and Merchant Landscape Services, Inc., to provide laser leveling services for the baseball fields at Carson, Dominguez and Dolphin Parks for a not-to-exceed Contract Sum of \$97,840.00.
- 2. AUTHORIZE the City Manager to execute the Agreement following approval as to form by the City Attorney.

16. CONSIDER AWARDING A CONTRACT TO DON'S AUDIO VISUAL SERVICES TO PROVIDE AUDIOVISUAL SERVICES AT THE CARSON EVENT CENTER (CITY COUNCIL)

RECOMMENDED ACTION

- 1. AWARD and APPROVE the Contract Services Agreement between the City and Donald Alan Sprague dba Don's Audio Visual Services
- 2. AUTHORIZE the Mayor to execute the Contract Services Agreement between the City and Donald Alan Sprague dba Don's Audio Visual Services following approval as to form by the City Attorney

17. **\*\*REVISED\*\*** CONSIDER ADOPTING RESOLUTION NO. 24-103, AMENDING THE JOB SPECIFICATIONS FOR THE ASSISTANT TO THE CITY MANAGER POSITION (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT the following Resolution No. 24-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION OF THE ASSISTANT TO THE CITY MANAGER."

18. **\*\*REVISED\*\*** CONSIDER APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE TERM OF THE MAINTENANCE CONTRACT WITH LOS ANGELES COUNTY CONSERVATION CORPS, FOR WEED ABATEMENT, REMOVAL OF MISCELLANEOUS DEBRIS, WITHIN THE CITY'S RIGHT OF WAY (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to the Agreement for Contract Services by and between the City of Carson and Los Angeles County Conservation Corps to extend the term of the agreement by one year and increase the contract sum by \$433,379.89 such that the total cost of the Contract Agreement does not exceed \$866,759.78.
- 2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR FIXED-ROUTE BUS SERVICES BY ONE ADDITIONAL YEAR (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE proposed Amendment No. 2 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company (Exhibit No. 1; "Amendment No. 2").
- 2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

20. CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH LIGHTHOUSE4KIDS, INC. (FORMERLY, THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN) (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the proposed Amendment No. 2 to the Agreement (Exhibit No. 1; "Amendment No. 1"); and
- 2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

21. CONSIDER APPROVAL OF CHARGEPOINT AGREEMENT AND A PURCHASE ORDER TO CHARGEPOINT FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT AND NETWORK SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the ChargePoint Quotation and AUTHORIZE the City Manager to execute the Quotation subject to approval as to form by the City Attorney.
- 2. APPROVE the ChargePoint Master Services and Subscription Agreement incorporated by reference into the Quotation.
- 3. APPROVE ChargePoint Terms and Conditions of Purchase incorporated by reference into the Quotation.
- 4. APPROVE ChargePoint Support Services Terms and Conditions incorporated by reference into the Quotation.
- 5. APPROVE ChargePoint Installation, Commissioning, and Activation Scope and Terms incorporated by reference into the Quotation.
- 6. APPROVE ChargePoint Terms of Services for ChargePoint Accounts.
- 7. AUTHORIZE the Purchasing Manager to issue a Purchase Order to ChargePoint in an amount not to exceed \$100,000.00.

22. CONSIDER ISSUING THE "10-DAY REPORT" PURSUANT TO GOVERNMENT CODE SECTION 65858(D) REGARDING INTERIM URGENCY ORDINANCE NO. 24-2414U, WHICH ESTABLISHED A TEMPORARY 45-DAY MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. TAKE the following action: ISSUE the "10-Day Report on Interim Ordinance No. 24-2414U" (Exhibit No. 2).

SPECIAL ORDERS OF THE DAY (Item 23)

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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.

23. PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION 24-108 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND/OR A SUCCESSOR OR RELATED ENTITY (CITY COUNCIL)

RECOMMENDED ACTION

- 1. OPEN the public hearing, TAKE public testimony, and accept any written and/or oral communications, and CLOSE the public hearing.
- 2. WAIVE further reading and ADOPT Resolution No. 24-108, "A RESOLUTION 24-108 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND/OR A SUCCESSOR OR RELATED ENTITY."

DISCUSSION (Item 24 - 25)

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24. CONSIDER FOR INTRODUCTION ORDINANCE NO. 24-2415, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS" (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2012-2, WAIVE FURTHER READING AND INTRODUCE ORDINANCE NO. 2415, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS"
- 2. DIRECT STAFF TO RECORD "NOTICE OF CESSATION OF SPECIAL TAX UNDER COMMUNITY FACILITIES DISTRICT NO. 2012-2 OF THE CITY OF CARSON " AGAINST THE PROPERTY

25. 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 (Item 26)

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26. SECOND READING OF ORDINANCE NO. 24-2413, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW" (CITY COUNCIL)

### RECOMMENDED ACTION

- 1. CONDUCT a Second Reading by title only and with full reading waived, and ADOPT, Ordinance No. 24-2413, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW"

## MEMORIAL ADJOURNMENTS

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

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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

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### ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

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### RECESS TO CLOSED SESSION

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### RECONVENE TO OPEN SESSION

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### REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

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## ADJOURNMENT

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*Date Posted: November 19, 2024*



File #:

Version:

# Report to City Council, Successor Agency, and Housing Authority

Tuesday, November 19, 2024, 5:00 PM

APPROVAL OF MINUTES 8.

To: City Council, Successor Agency, and Housing Authority

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

Subject: APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY  
NOVEMBER 6, 2024 MINUTES (CITY COUNCIL)

## I. SUMMARY

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

- Wednesday, November 6, 2024 (Regular)

## II. RECOMMENDATION

APPROVE the minutes as listed.

## III. ALTERNATIVES

None.

## IV. BACKGROUND

None.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Minutes, November 6, 2024 (Regular)

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

**Attachments**

[Draft Minutes - CC Reg Mtg 11-06-2024.pdf](#)





## **CITY OF CARSON**

### **MINUTES**

#### **CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY**

#### **REGULAR MEETING**

**NOVEMBER 6, 2024**

**5:00 P.M.**

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

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

#### **ROLL CALL (CITY CLERK)**

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes, Council Member/Agency Member/Authority Board Member Cedric Hicks, and Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton (Entered at 5:02 P.M.) and Council Member/Agency Member/Authority Board Member Dear (Entered at 5:05 P.M.)

#### **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; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington

Rodgers, Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; Josh Boudreaux, Director of Human Resources; Nora Garcia, Director of Public Safety; and Reata Kulcsar, Energy Sustainability Officer

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**FLAG SALUTE**

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Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton led the Pledge of Allegiance.

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**INVOCATION (Item 1)**

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**1. Pastor Delores Muller from Believers Victory International Church- 5:05 PM**

Pastor Delores Muller gave the invocation.

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**CLOSED SESSION (Items 2 - 4)**

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

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None.

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**ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)**

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

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

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The meeting was recessed at 5:06 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

**2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)- 6:07 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.

ACTION: No reportable action was taken.

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

ACTION: Item No. 3 was not considered.

**4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)- 6:07 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 a significant exposure to litigation in four cases.

ACTION: No reportable action was taken.

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

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The meeting was reconvened at 6:07 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

**REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)**

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City/Agency/Authority Attorney Soltani provided the Closed Session report.

**INTRODUCTIONS (MAYOR) (Items 5 - 6)**

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**5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:08 PM**

Captain Norman summarized the recent law enforcement activities.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked Captain Norman if she had each member of the City Council's cell number and the Captain confirmed that she did.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported there was a robbery at Shoe Warehouse and she did not know about it. She stated she would like the Captain to work with the City Manager to ensure that the City Council is made abreast of issues happening in the city before the Facebook pages find out.

Captain Norman shared she is officially full time in Carson as her time is no longer being split with the Sheriff's office.

The mayor asked that she schedules one on one meeting with each member of council.

**6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:12 PM**

Not present.

**PRESENTATIONS (Items 7 - 13)**

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## **7. LEGISLATIVE UPDATE FROM SENATOR STEVEN BRADFORD- 6:12 PM**

Senator Steven Bradford congratulated Mayor Davis-Holmes, Mayor Pro Tempore, Dr. Hilton, and Council Member Hicks on their re-elections.

Senator Bradford stated he is in office representing the 35th Senate District for the next 25 days then his term will expire and this is his final legislative update. He thanked the Mayor and City Council on their tremendous leadership and outstanding partnership over the last eight years.

The legislative update was provided in writing which will be added to the minutes and hard copy packet.

He introduced 15 measures this year, nine of which were signed into law and presented the Senate Bills (SB) as follows:

SB 1075 - Consumer Protections for Overdraft Fees

SB 1059 - Cannabis Tax

SB 1109 - Cannabis Licensing

SB 1348 - Creating the designation of Black-Serving Institutions for hire learning for community colleges, universities, and California state universities

SB 1130 - Expanding Enrollment in the Family Electric Rate Assistance Program

SB 1177 - Enhancing Utility Supplier Diversity

SB 1371 - Biometric Identification for Alcohol Purchases (Intuit Dome)

SB 924 - Credit Reporting for Low-Income Households (removes the sunset from SB 1157)

He introduced five pieces of reparations legislation this year. Unfortunately, none were signed by the Governor and presented a few as follows:

SB 1403 - California American Freedman Affairs Agency

SB 1331 - The Fund for Reparations and Restorative Justice

SB 1050 - Returning property from individuals who had racially motivated taken through eminent domain

He announced the Annual Turkey Giveaway will be held on November 22, 2024, at El Camino College commencing at 10:00 A.M.

Senator Bradford thanked the Mayor and City Council and honored to represent them as their Senator for the last eight years. As he prepared to wrap up his term on December 1st as the State Legislator reflected on his immense gratitude, trust, and partnership built together over the years serving the community.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Senator Bradford for being the senator that he has been for the past eight years representing the City well.

**8. PROCLAMATION RECOGNIZING SMALL BUSINESS SATURDAY (NOV 30) - 6:35 PM**

The Mayor and City Council recognized small businesses Seoul Bap, Dr. Padre Family Medical Clinic, Collab Dance Studio, and the UPS Store whose representatives accepted their proclamation and offered words of gratitude.

**9. PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL PREMATUREITY AWARENESS MONTH - 6:49 PM**

Council Member/Agency Member/Authority Board Member Hicks read the proclamation and members of Zeta Phi Beta Sorority, Inc. received the proclamation and thanked the Mayor and City Council for their support of the program.

**10. PROCLAMATION RECOGNIZING NOVEMBER AS INDIGENOUS PEOPLE MONTH- 6:51 PM**

Item No. 10 was not addressed.

**11. PROCLAMATION RECOGNIZING NOVEMBER AS DIABETES AWARENESS MONTH- 6:52 PM**

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

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton read the proclamation and presented to Eric Askew who offered words of gratitude.

**12. RECOGNIZING THE CITY OF CARSON BEING NOMINATED AS A 2024 FINALIST FOR THE MOST BUSINESS-FRIENDLY CITY AWARD BY THE LOS ANGELES COUNTY ECONOMIC DEVELOPMENT CORPORATION- 6:56 PM**

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments in support of the nomination and announced Director Saied Naaseh is attending the award ceremony.

**13. RECOGNIZING THE CITY OF CARSON FOR RECEIVING THE INSTITUTE FOR LOCAL GOVERNMENT’S 2024 BEACON PLATINUM VANGUARD AWARD - 6:56 PM**

Energy and Sustainability Officer Reata Kulcsar offered comments regarding the award and presented a video from the League of California Cities Conference that was held earlier in September. Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked staff for their work.

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

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Evan Attipoe from Google Public Sector - Item No. 21

Highlighted his thoughts on the partnership with Carson thus far.

**APPROVAL OF MINUTES (Items 14 - 15)**

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**14. APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY OCTOBER 15, 2024 MINUTES (CITY COUNCIL)- 7:04 PM**

RECOMMENDED ACTION— APPROVE the minutes as listed.

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

**15. APPROVAL OF THE REMAINING 2016 BACKLOG OF CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES (CITY COUNCIL)- 7:10 PM**

RECOMMENDED ACTION— APPROVE the minutes as listed.

Item No. 15 was heard after Item No. 21.

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

**CONSENT (Items 16 - 25)**

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Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 21 for discussion.

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

**16. CONSIDER ADOPTING RESOLUTION NO. 24-107, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,461,401.17, DEMAND CHECK NUMBERS 175503 THROUGH 175962 (CITY COUNCIL)- 7:05 PM**

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-107, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,461,401.17, DEMAND CHECK NUMBERS 175503 THROUGH 175962."

ACTION: Item No. 16 was approved on Consent.

**17. CONSIDER ESTABLISHING A \$25,000 REWARD FOR INFORMATION LEADING TO THE ARREST AND CONVICTION OF THOSE RESPONSIBLE FOR THE DEATH OF CHERISE JOHNSON IN THE CITY OF CARSON (CITY COUNCIL)- 7:05 PM**

RECOMMENDED ACTION

— APPROVE the establishment of a \$25,000 reward.

ACTION: Item No. 17 was approved on Consent.

**18. CONSIDER ADOPTING RESOLUTION NO. 24-104, AMENDING THE CLASSIFICATION SALARY RATE FOR THE BUDGET MANAGER POSITION (CITY COUNCIL)- 7:05 PM**

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Resolution No. 24-104, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION SALARY RATE FOR BUDGET MANAGER."

ACTION: Item No. 18 was approved on Consent.

**19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:05 PM**

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 19 was approved on Consent.

**20. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:05 PM**

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 20 was approved on Consent.

**21. CONSIDERATION OF APPROVAL OF CONTRACT FOR GOOGLE CLOUD PLATFORM SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH INSIGHT PUBLIC SECTOR, INC. (CITY COUNCIL)- 7:06 PM**

**\*\* Item was Removed from Consent**

**RECOMMENDED ACTION**

- 1. APPROVE a contract with Insight Public Sector, Inc. for Google Cloud Platform software licenses, including software maintenance, and software support for a total contract amount not to exceed \$208,223.16, for a term of 3 years; and
- 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

Item No. 21 was heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 21 for discussion.

Director of Information Technology and Security Gary Carter gave a report.

**Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0**

**22. CONSIDER APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CARSON AND CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS (CSUDH) TO EXPAND EXISTING OCCUPATIONAL THERAPY PROGRAM TO INCLUDE ALL STUDENTS IN THE COLLEGE OF HEALTH, HUMAN SERVICES, AND NURSING (CHHSN) TO OBTAIN APPLICABLE EXPERIENCE IN CITY PROGRAMS (CITY COUNCIL)- 7:05 PM**

**RECOMMENDED ACTION**

- 1. APPROVE Amendment No. 2 to Memorandum of Understanding between the City of Carson and California State University, Dominguez Hills (CSUDH) that will expand its collaboration to include students across all programs in the College of Health, Human Services, and Nursing.
- 2. AUTHORIZE the Mayor to execute Amendment No. 2 to Memorandum of Understanding between the City of Carson and California State University, Dominguez Hills following approval as to form by the City Attorney.

**ACTION:** Item No. 22 was approved on Consent.



**23. CONSIDER APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS; AND RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO. 1756: FIGUEROA STREET IMPROVEMENT PROJECT (FIGUEROA BOULEVARD FROM CARSON TO LOMITA BLVD), PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)- 7:05 PM**

**RECOMMENDED ACTION**

- 1. APPROVE PS&E for Project No. 1756: Figueroa Street Improvement Project covering Figueroa Street from Carson Street to Lomita Boulevard.
- 2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1756: Figueroa Street Improvement Project, covering Figueroa Street from Carson Street to Lomita Boulevard.
- 3. MAKE the California Environmental Quality Act finding that the proposed for Project No. 1756: Figueroa Street Improvement Project, covering Figueroa Street from Carson Street to Lomita Boulevard, are categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.
- 4. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk and with the State Clearing House at the Governor's Office of Planning and Research for Project No. 1756: Figueroa Street Improvement Project, covering Figueroa Street from Carson Street to Lomita Boulevard.

ACTION: Item No. 23 was approved on Consent.

**24. CONSIDER APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATE AND RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO. 1451: BIKE LANE INSTALLATION ON 223RD STREET, AVALON BOULEVARD, CARSON STREET, CENTRAL AVENUE, DEL AMO BOULEVARD, MAIN STREET, AND VICTORIA STREET AND PROJECT NO. 1452: BIKE LANE INSTALLATION ON 223RD STREET, AVALON BLVD., DEL AMO BOULEVARD, FIGUEROA STREET, AND MAIN STREET (CITY COUNCIL) - 7:05 PM**

**RECOMMENDED ACTION**

- 1. APPROVE the Plans, Specifications & Estimate for Project No. 1451 & Project No. 1452 and authorize staff to advertise the projects for construction bid.
- 2. MAKE the California Environmental Quality Act finding that the proposed Project Nos. 1451 and 1452 for City-wide Bike Lane Installation are categorically exempt pursuant to Section 15301

of the California Environmental Quality Act guidelines.

— 3. AUTHORIZE staff to record the “Notice of Exemption” in the office of the Los Angeles County Clerk for Project Nos. 1451 and 1452: City-wide Bike Lane Installation (Exhibit No. 2 & 3).

ACTION: Item No. 24 was approved on Consent.

**25. CONSIDER ADOPTING RESOLUTION NO. 24-106 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS WHICH WOULD ALLOCATE GRANT FUNDS AWARDED FROM THE STATE OF CALIFORNIA TO ENABLE THE CITY TO EXPEND THE FUNDS FOR CIP PROJECT NO 1610, FOISIA PARK IMPROVEMENTS (CITY COUNCIL)- 7:05 PM**

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Resolution No. 24-106, "A RESOLUTION OF THE CITY OF CARSON CITYCOUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" which would allocate grant funds awarded from the State of California to enable the City to expend the funds as needed"

ACTION: Item No. 25 was approved on Consent.

### **SPECIAL ORDERS OF THE DAY (Item 26)**

**26. PUBLIC HEARING TO CONSIDER RESOLUTION NO. 24-102, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF CARSON COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MAINTENANCE AND SERVICES) APPROVING ANNEXATION NO. 18 (KB HOMES, FORMERLY CAMBRIA COURT) FOR PROPERTY LOCATED AT 427 E. 220TH STREET (MULTIPLE APNS) WITHIN THE FUTURE ANNEXATION AREA (CITY COUNCIL)- 7:10 PM**

RECOMMENDED ACTION

— 1. OPEN the public hearing, TAKE public testimony and accept any written and/or oral communications, and CLOSE the public hearing.

— 2. WAIVE further reading and ADOPT Resolution No. 24-102, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF CARSON COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MAINTENANCE AND SERVICES) APPROVING ANNEXATION NO. 18 (KB HOMES, FORMERLY CAMBRIA COURT) FOR PROPERTY LOCATED AT 427 E. 220TH STREET WITHIN THE FUTURE ANNEXATION AREA (CITY COUNCIL)", AND

— 3. RECEIVE and FILE the Unanimous Approval Consent Letter from KB Home Greater Los Angeles Inc.

Item No. 26 was heard after Item No. 15.

City/Agency/Authority Attorney Soltani noted this item is not a true public hearing as listed, however, allowed the Mayor to open the public hearing to hear any public comments.

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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw reported the property owner, KB Home Greater Los Angeles, submitted the Unanimous Approval Consent Letter to the City of Carson requesting for annexation into the City of Carson Community Facilities District No. 2018-01 (Maintenance Services). There are no noticing nor publication requirements for this item beyond the Brown Act.

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

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

## **DISCUSSION (Items 27 - 29)**

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**27. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 24-2413, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW" (CITY COUNCIL) - 7:12 PM**

### **RECOMMENDED ACTION**

— 1. WAIVE further reading and Introduce for first reading, by title only, Ordinance No. 24-2413, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES-PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADE) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW

City Manager Roberts, Jr. presented the item.

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

**28. A PUBLIC HEARING TO CONSIDER ADOPTING INTERIM URGENCY ORDINANCE NO. 24-2414U IMPLEMENTING A MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF (CITY COUNCIL)- 7:14 PM RECOMMENDED ACTION**

— 1. WAIVE further reading and ADOPT an Interim Urgency Ordinance No. 24-2414U, "AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, TO ESTABLISH A TEMPORARY 45-DAY MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF," to ensure the public health, safety, and welfare is protected for 45-day period, by 4/5ths vote.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted this item is also not a true public hearing.

City/Agency/Authority Attorney Sunny Soltani stated the item was noted as a Public Hearing in case the property owner or anyone wishes to be heard, however, under law it does not have to be a Public Hearing which is a discussion item. She allowed the Mayor to open the Public Hearing for any speakers.

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

City/Agency/Authority Attorney Sunny Soltani gave a report in place of Director of Community Development Saied Naaseh who is attending the Eddy Awards Ceremony. She noted the urgency ordinance requires a 4/5 vote.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton asked if this item only refers to refineries and does not affect local industrial partners. City/Agency/Authority Attorney Soltani replied that this is only designed to allow the city to study any oil refinery that

ceases its operations and may be redeveloping their site and does not impact other businesses properties within the City.

Council Member/Agency Member/Authority Board Member Dear asked about the Shell Oil Refinery that closed in 1992 and if the ordinance affects their planned operations or planned development at the site. City/Agency/Authority Attorney Soltani stated because they closed so long ago it will have to be looked into as they have not redeveloped that site.

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

**29. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (CITY COUNCIL)- 7:26 PM**

RECOMMENDED ACTION

- 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
  - 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions 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
- Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced on November 30, 2024, all seats will be vacated with the exception of Planning Commission, Environmental Commission, and Youth Commission. She asked the City Council to be prepared to appoint at the first meeting in December.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Clerk regarding a notice to advertise for accepting applications. City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw responded she will work with the Public Information Office to assist in disseminating the notice.

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

## **ORDINANCE SECOND READING**

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None.

## **MEMORIAL ADJOURNMENTS**

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

Fernando Valenzuela

Henry Scanlan, Jr.

Brenda Joyce Millender

Quincy Jones

James Kearney

Chauncey Glover

Council Member/Agency Member/Authority Board Member Hicks requested to add Sherry Franks to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested a prayer for Emmitt Smith, brother of Kristin Smith and Council Aide to Council Member/Agency Member/Authority Board Member Rojas, and gave a prayer.

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

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

Kim Cortado

Announced three upcoming city events as follows:

- Veterans Day, November 11, 2024 from 10:00 A.M. to 12:00 P.M. at Veterans Park
- Winterfest, December 6, 2024 from 4:30 P.M. to 8:30 P.M. at Veterans Park
- Annual Tree Lighting Ceremony, December 5, 2024 at 6:00 P.M., at the Carson Event Center

She thanked the Mayor and City Council for the city's partnership with the YMCA Senior Nutrition Program.

This item was heard again after Memorial Adjournments.

Brandi Lewin

Gave grocery store update; spoke about the adult day health facility located in the same complex of the future grocery store

Cynthia Mosery introduced and spoke on behalf of Elijah Lopez - Item No. 17

Spoke on behalf of the family of Cherise Johnson and asked if there will be press coverage and thanked the Mayor and City Council for offering the reward being given for drive by incident

City Manager Roberts, Jr. responded there will be a Press Release on behalf of the city regarding the reward approved this evening.

**COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS**

None.

**ORAL COMMUNICATIONS (COUNCIL MEMBERS)**

Council Member/Agency Member/Authority Board Member Hicks thanked the residents for their support during the election. He shared it was standing room only at the last Town Hall Meeting. He announced Turkey Giveaway on November 23, 2024, location to be determined.

Council Member/Agency Member/Authority Board Member Rojas stated she and the Mayor also had a Town Hall meeting held during the Dodger Playoffs. The topic was elder financial abuse and internet scams. She shared that an elderly lady Carson resident contacted her saying she was a victim of a scam thinking she was speaking to Council Member Rojas and giving her money but it was not her.

Council Member/Agency Member/Authority Board Member Rojas shared a printout showing someone is committing fraud impersonating her since 2022 and stated that it is not her and if anyone receives requests or requests for conversations to report it to ic3.gov which is the Federal Bureau of Investigations who handles internet crimes regarding social media scams on the elderlies. She announced a future Town Hall meeting which will have same topic of elder financial abuse and internet scams.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton thanked the residents for another four years. He also thanked his family for their support, colleagues in serving



with them, staff for their work, and look forward to moving Carson forward. He congratulated his colleagues on their re-election.

Council Member/Agency Member/Authority Board Member Dear congratulated his three colleagues on their re-election and look forward to working with them and moving the City forward. He thanked his supporters, wife, and two stepsons for their assistance.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked the over 15,000 residents who said yes we can to serve four more years and thanked the ones who did not vote for her as well. She stated that we are one family. She thanked her colleagues for their support. She announced her 16th Annual Turkey Giveaway on November 24, 2024, at 1:00 P.M. at the South Bay Pavilion.

City Manager Roberts, Jr. stated the City looks forward in preparation of hosting the World Cup Soccer Teams for practices at the Dignity Health Sports Park and the LA 28 Olympics at the Carson Sports Park.

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

None.

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**RECESS TO CLOSED SESSION**

None.

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**RECONVENE TO OPEN SESSION**

None.

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**REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS**

None.

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**ADJOURNMENT**

The meeting was adjourned at 7:56 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:



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Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

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Signature



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 9.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 24-109, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$841,207.34, DEMAND CHECK NUMBERS 175963 THROUGH 176069 FOR GENERAL DEMAND AND THE AMOUNT OF \$5,795.00, CHECK NUMBERS 1287 THROUGH 1287 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

### I. SUMMARY

**RESOLUTION NO. 24-109, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:**

**TOTAL OF \$841,207.34 FOR GENERAL DEMANDS CHECK NUMBERS 175963 THROUGH 176069.**

**TOTAL OF \$5,795.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 1287 THROUGH 1287, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.**

### II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 24-109, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$841,207.34, DEMAND CHECK NUMBERS 175693 THROUGH 176069 FOR GENERAL DEMAND AND THE AMOUNT OF \$5,795.00, CHECK NUMBERS 1287 THROUGH 1287 FOR CO-OP AGREEMENT DEMANDS".

### III. ALTERNATIVES

NONE.

### IV. BACKGROUND

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

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

SECTION 2: On November 19, 2024, the City Council ratified the above demand numbers 175963 through 176069 for General Demand and 1287 through 1287 for Co-op agreement demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$847,002.34.

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 19TH DAY OF NOVEMBER, 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 19TH DAY OF NOVEMBER, 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. 24-109, adopted by the City of Carson City Council at its meeting held on November 19, 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 #24-109

**Attachments**

[Exhibit 1 Demand Register Reso# 24-109.pdf](#)

[Exhibit 1 Demand Register Reso# 24-109 CA.pdf](#)

## AP CHECK RECONCILIATION REGISTER

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

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175963	10/29/2024	PRINTED	007777 Amir Aatari Sharghi, Bran	7,725.00			
175964	10/29/2024	PRINTED	007777 Jonathan Cameron	1,500.00			
175965	10/31/2024	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	9,964.50			
175966	10/31/2024	PRINTED	000042 ALIN PARTY SUPPLY CO	315.04			
175967	10/31/2024	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	300.87			
175968	10/31/2024	PRINTED	007864 ALTA PLANNING + DESIGN, I	23,330.61			
175969	10/31/2024	PRINTED	005523 AMAZON CAPITAL SERVICES	1,531.47			
175970	10/31/2024	PRINTED	000495 AMERICAN SOCCER CO INC	63.02			
175971	10/31/2024	PRINTED	006675 AMERICAN TRANSPORTATION S	1,749.20			
175972	10/31/2024	PRINTED	003927 ARAMSCO INC	8,849.29			
175973	10/31/2024	PRINTED	007663 ARTHUR R. BATUCAL	50.00			
175974	10/31/2024	PRINTED	000568 ATKINSON, ANDELSON, LOYA,	5,946.00			
175975	10/31/2024	PRINTED	001825 AVALON COLLISION	1,244.94			
175976	10/31/2024	PRINTED	004410 B D WHITE TOP SOIL CO INC	137.81			
175977	10/31/2024	PRINTED	000697 BIG ANDYS TROPHIES AND PL	5,478.60			
175978	10/31/2024	PRINTED	000013 BOYS AND GIRLS CLUB OF CA	8,947.98			
175979	10/31/2024	PRINTED	001762 ROGER BRANCH JR	50.00			
175980	10/31/2024	PRINTED	001627 BSN SPORTS LLC	144.63			
175981	10/31/2024	PRINTED	008226 C BELOW INC	10,110.00			
175982	10/31/2024	PRINTED	008407 CALIFORNIA AIR CONDITIONI	11,450.00			
175983	10/31/2024	PRINTED	007161 CARLOS ALBERTO GUERRA	100.00			
175984	10/31/2024	PRINTED	001489 CHOURA VENUE SERVICES	1,225.63			
175985	10/31/2024	PRINTED	008033 CLARENCE JOHNSON	100.00			
175986	10/31/2024	PRINTED	007718 CLIVABETH PHOTOGRAPHY LLC	2,065.00			
175987	10/31/2024	PRINTED	008325 COLOR CARD ADMINISTRATOR,	57.94			
175988	10/31/2024	PRINTED	008380 COLOXCHANGE	4,700.00			
175989	10/31/2024	PRINTED	007159 CORODATA RECORDS MANAGEME	784.09			
175990	10/31/2024	PRINTED	008405 CORODATA SHREDDING INC.	189.00			
175991	10/31/2024	PRINTED	001180 COUNTY OF LOS ANGELES	6,050.27			
175992	10/31/2024	PRINTED	007185 CROSSTOWN ELECTRICAL & DA	31,335.60			
175993	10/31/2024	PRINTED	000259 CROWN TROPHY OF CYPRESS	116.37			
175994	10/31/2024	PRINTED	003586 CS AND ASSOCIATES INC	2,195.00			
175995	10/31/2024	PRINTED	000268 DAILY JOURNAL CORP	601.40			
175996	10/31/2024	PRINTED	004824 MANUEL DASILVA	50.00			
175997	10/31/2024	PRINTED	006396 KIMBERLEY DAVENPORT	50.00			
175998	10/31/2024	PRINTED	007163 DIANNE THOMAS	100.00			
175999	10/31/2024	PRINTED	006465 LOUIE DIAZ	100.00			
176000	10/31/2024	PRINTED	001155 DISH	143.46			
176001	10/31/2024	PRINTED	006482 FREDERICK DOCDOCIL	100.00			
176002	10/31/2024	PRINTED	006876 DONS AUDIO VISUAL	1,235.00			
176003	10/31/2024	PRINTED	000039 EWING IRRIGATION PRODUCTS	1,338.20			
176004	10/31/2024	PRINTED	000105 FIREMASTER	4,556.94			
176005	10/31/2024	PRINTED	001268 GBROS INC	422.26			
176006	10/31/2024	PRINTED	000793 GRAINGER	617.85			
176007	10/31/2024	PRINTED	008132 HASA INC	1,669.94			
176008	10/31/2024	PRINTED	000234 THE HOME DEPOT INC	856.27			
176009	10/31/2024	PRINTED	000615 DELL HUFF	100.00			
176010	10/31/2024	PRINTED	001798 CHINYERE IFEACHO	50.00			
176011	10/31/2024	PRINTED	007103 JOE A. GONSALVES & SON	4,000.00			
176012	10/31/2024	PRINTED	008436 JOE GIACOMIN CHEV INC	56,992.00			
176013	10/31/2024	PRINTED	007688 JOKER PARTY SUPPLY, INC.	323.63			
176014	10/31/2024	PRINTED	008264 LIFE AND TIMES NETWORK IN	7,717.50			

## AP CHECK RECONCILIATION REGISTER

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

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
176015	10/31/2024	PRINTED	005040 SALOMON LOPEZ	53.73			
176016	10/31/2024	PRINTED	000243 LOS ANGELES BUSINESS JOUR	1,200.00			
176017	10/31/2024	PRINTED	000067 LOS ANGELES COUNTY DEPT O	77,704.54			
176018	10/31/2024	PRINTED	000072 BUSINESS FILINGS AND REGI	150.00			
176019	10/31/2024	PRINTED	007248 MARIA'S GARDEN CENTER & L	6,017.45			
176020	10/31/2024	PRINTED	006831 MARSH USA INC.	116,206.48			
176021	10/31/2024	PRINTED	006271 MAYFLOWER DISTRIBUTING CO	555.08			
176022	10/31/2024	PRINTED	006553 MCA DIRECT	1,025.71			
176023	10/31/2024	PRINTED	000669 MDG ASSOCIATES	13,708.00			
176024	10/31/2024	PRINTED	007428 MFUME, DEQUITA	100.00			
176025	10/31/2024	PRINTED	000996 MIRACLE PLAYGROUND SALES	4,585.35			
176026	10/31/2024	PRINTED	000379 MUTUAL PROPANE CO INC	3,100.42			
176027	10/31/2024	PRINTED	000385 NATIONWIDE ENVIRONMENTAL	98,131.60			
176028	10/31/2024	PRINTED	007779 NEMIE P. MOSEQUERA	50.00			
176029	10/31/2024	PRINTED	008041 NORBERT DE LENDORFF	33,100.00			
176030	10/31/2024	PRINTED	000481 OCEAN BLUE ENVIRONMENTAL	5,038.97			
176031	10/31/2024	PRINTED	010999 DEBBIE MIDDENWAY	151.04			
176032	10/31/2024	PRINTED	010999 KENT TRAN	155.22			
176033	10/31/2024	PRINTED	010999 LETTY ARGUERA	79.53			
176034	10/31/2024	PRINTED	002506 PHOTO MAKERS	386.88			
176035	10/31/2024	PRINTED	006908 QUEST MEDIA & SUPPLIES, I	22,728.00			
176036	10/31/2024	PRINTED	001081 BRIAN RABER	50.00			
176037	10/31/2024	PRINTED	008230 RAJO, A CALIF. CORP	80.00			
176038	10/31/2024	PRINTED	001255 JESSICA RAMOS	50.00			
176039	10/31/2024	PRINTED	004145 CASSANDRA REED	50.00			
176040	10/31/2024	PRINTED	003304 REQUEST LINE MUSIC	700.00			
176041	10/31/2024	PRINTED	010000 DAVID FLORES	2,000.00			
176042	10/31/2024	PRINTED	010000 GREENLAW PARTNERS	731.75			
176043	10/31/2024	PRINTED	010000 LINDA SIMS	250.00			
176044	10/31/2024	PRINTED	010000 MISCHALAY WILLIAMS	250.00			
176045	10/31/2024	PRINTED	010000 OCASSP JOINT TECHNICAL SY	1,308.00			
176046	10/31/2024	PRINTED	010000 RANDSTAD INHOUSE SERVICES	1,854.00			
176047	10/31/2024	PRINTED	000402 ROADLINE PRODUCTS INC USA	464.02			
176048	10/31/2024	PRINTED	008216 ROBERT HALF INC.	8,352.00			
176049	10/31/2024	PRINTED	001715 HARRIETT RUSS	50.00			
176050	10/31/2024	PRINTED	000791 EMMANUEL A SALOMON	50.00			
176051	10/31/2024	PRINTED	000427 SAM'S CLUB DIRECT	90.74			
176052	10/31/2024	PRINTED	001605 SC FUELS	13,614.83			
176053	10/31/2024	PRINTED	006964 SCCI, INC.	825.00			
176054	10/31/2024	PRINTED	007632 SEAY, AL CARNEL	50.00			
176055	10/31/2024	PRINTED	007281 SHANNON WAYNE LAWRENCE	50.00			
176056	10/31/2024	PRINTED	008398 SOCIAL SURFACES, INC.	68,900.00			
176057	10/31/2024	PRINTED	004417 SOCIALGAS	8,778.95			
176058	10/31/2024	PRINTED	000718 STAPLES ADVANTAGE	55.98			
176059	10/31/2024	PRINTED	000289 STATE OF CA DOJ/ACCTG OFF	655.00			
176060	10/31/2024	PRINTED	007780 TERESITA J. JUNIO	50.00			
176061	10/31/2024	PRINTED	007705 TRANSTECH ENGINEERS, INC.	10,887.00			
176062	10/31/2024	PRINTED	006769 U S BANK CORPORATE PAYMEN	42,537.40			
176063	10/31/2024	PRINTED	006769 CITY MANAGER	5,118.66			
176064	10/31/2024	PRINTED	007532 VENICE FAMILY CLINIC	3,750.00			
176065	10/31/2024	PRINTED	001011 W.G. ZIMMERMAN ENGINEERIN	8,640.00			
176066	10/31/2024	PRINTED	008256 WESTERN A/V	36,641.70			

## 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
176067	10/31/2024	PRINTED	002925 KARL WILVERT	50.00			
176068	10/31/2024	PRINTED	004222 RICHARD WOODS JR	50.00			
176069	10/31/2024	PRINTED	007777 National Corrosion	11,162.00			
107 CHECKS				CASH ACCOUNT TOTAL	841,207.34	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
107 CHECKS	FINAL TOTAL	841,207.34	.00

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



## AP CHECK RECONCILIATION REGISTER

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

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1287	10/03/2024	PRINTED	007451 EXP US SERVICES INC	5,795.00			
		1 CHECKS	CASH ACCOUNT TOTAL	5,795.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	5,795.00	.00
** END OF REPORT - Generated by Jane Manalo **			



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 24-11-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018 (CITY COUNCIL)

### I. SUMMARY

**RESOLUTION NO. 24-11-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018.**

### II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 24-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018".

### 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 November 19, 2024, the Carson Housing Authority ratified the above demand numbers HA-002014 through HA-002018. 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 \$43,412.55.

**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 19TH DAY OF NOVEMBER, 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 19TH DAY OF NOVEMBER, 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. 24-11-CHA, adopted by the City of Carson City Council at its meeting held on November 19, 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 #24-11-CHA

**Attachments**

[Exhibit 1 CHA Demand Reso# 24-11-CHA.pdf](#)

## AP CHECK RECONCILIATION REGISTER

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

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2014	10/03/2024	PRINTED	000423 AVALON COURTYARD, LLC	12,172.36			
2015	10/10/2024	PRINTED	006884 LYFT, INC.	67.69			
2016	10/17/2024	PRINTED	008417 WORLD WIDE LOVE CAMPAIGN	22,562.50			
2017	10/24/2024	PRINTED	001924 THE BANK OF NEW YORK MELL	2,500.00			
2018	10/31/2024	PRINTED	000547 CARSON TERRACE PARTNERS L	6,110.00			
5 CHECKS				CASH ACCOUNT TOTAL	43,412.55	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
5 CHECKS	FINAL TOTAL	43,412.55	.00

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



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 24-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,890.00, DEMAND CHECK NUMBERS SA-001936 THROUGH SA-001936 (CITY COUNCIL)

### I. SUMMARY

**RESOLUTION NO. 24-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,890.00, DEMAND CHECK NUMBERS SA-001936 THROUGH SA-001936.**

### II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 24-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,890.00, DEMAND CHECK NUMBERS SA-001936 THROUGH SA-001936".

### 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 November 19, 2024, the Carson Successor Agency ratified the above demand numbers SA-001936 through SA-001936. 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 \$1,890.00.

**SECTION 3:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 19TH DAY OF NOVEMBER, 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 19TH DAY OF NOVEMBER, 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. 24-11-CSA, adopted by the City of Carson City Council at its meeting held on November 19, 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 #24-11-CSA

**Attachments**

[Exhibit 1 CSA Demand Reso #24-11-CSA.pdf](#)

## AP CHECK RECONCILIATION REGISTER

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

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1936	10/24/2024	PRINTED	001924 THE BANK OF NEW YORK MELL	1,890.00			
		1 CHECKS	CASH ACCOUNT TOTAL	1,890.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	1,890.00	.00
** END OF REPORT - Generated by Jane Manalo **			



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF OCTOBER 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 October (Exhibit No. 1).

This staff report outlines departmental budget transfers for review by the City Council. It provides a comprehensive overview of the proposed transfers, their rationale, and the impact on departmental operations. The report aims to ensure transparency and fiscal responsibility in managing the city's budget

### **II. RECOMMENDATION**

RECEIVE and FILE this information.

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate and consistent with the requirements of the law

### **IV. BACKGROUND**

The city's budget is a critical tool for allocating resources to various departments and initiatives, ensuring the efficient delivery of services to residents. Throughout the fiscal year, departments may encounter unforeseen circumstances or evolving priorities that necessitate adjustments to their budgets. These adjustments often involve transferring funds between line items to address emerging needs or to capitalize on new opportunities.

In compliance with city regulations, department directors may also approve 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 October

**V. FISCAL IMPACT**

None.

**VI. EXHIBITS**

1. Interdepartmental Transfers - October 2024

**Attachments**

[Exhibit No. 1 - Intradepartmental Transfers - October 2024.pdf](#)

# INTRADEPARTMENTAL TRANSFERS

EFFECTIVE DATE	DEPARTMENT	ACCOUNT FROM	AMOUNT FROM	ACCOUNT TO	AMOUNT TO	DESCRIPTION OF TRANSFER
10/21/2024	City Manager-Housing	215-50-720-100-5002	\$ 59,400.00	215-50-720-100-6004	\$ 59,400.00	CDBG2024-25 Entitlement Funds to cover consulting services.
10/21/2024	Public Works	205-99-999-999-3601	\$ 114,361.90	205-80-801-100-8004	\$ 114,361.90	To fund expense account for SB1383 Resident Organic Recycling Grant
10/22/2024	Community Services	244-90-950-709-4991	\$ 735.00	244-90-950-709-6004	\$ 100,947.98	Transfer of funds generated from Special Event revenues to expense budget.
10/22/2024	Community Services	244-90-950-709-4995	\$ 41,115.98	244-90-950-709-6004	Continued	Continued
10/22/2024	Community Services	244-90-950-709-4996	\$ 14,097.00	244-90-950-709-6004	Continued	Continued
10/22/2024	Community Services	244-90-950-709-4999	\$ 45,000.00	244-90-950-709-6004	Continued	Continued
10/24/2024	Public Works	101-80-840-281-6500	\$ 250,000.00	101-80-840-281-8004	\$ 276,882.73	Transfer funds for the purchase of a Asphalt Paver approved by Council 10/1/2024.
10/24/2024	Public Works	101-80-840-294-6004	\$ 26,882.73	101-80-840-281-8004	Continued	Continued



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR  
DESIGNEE AUTHORITY FOR THE PERIOD OCTOBER 1, 2024 THROUGH OCTOBER 31, 2024 PURSUANT TO  
CMC SECTION 2607 (CITY COUNCIL)

### **I. SUMMARY**

This City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority as required by Section 2604 of the Carson Municipal Code for the period October 1, 2024 through October 31, 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**

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

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed between October 1, 2024 and October 31, 2024.

### **V. FISCAL IMPACT**

None.

### **VI. EXHIBITS**

1. Contract Report - October 2024



**Attachments**

[Exhibit 1: Contract Report - October 2024](#)

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
M WHITTAKER	Original	24-229	JAZZ IN PINK	6715	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$3,500.00	COMMUNITY SERVICES	10/05/2024 *	
M WHITTAKER	Original	24-230	DONALD HAYES	4308	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$3,500.00	COMMUNITY SERVICES	10/05/2024 *	
M WHITTAKER	Original	24-231	GAVIN RHONE	5541	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$7,000.00	COMMUNITY SERVICES	10/05/2024 *	
M WHITTAKER	Original	24-236	RELIANT TALENT AGENCY LLC	8408	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$10,000.00	COMMUNITY SERVICES	10/05/2024 *	
M WHITTAKER	Original	24-241	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$700.00	COMMUNITY SERVICES	10/05/2024 *	
M WHITTAKER	Original	24-246	MIXONE SOUND	2703	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$9,000.00	COMMUNITY SERVICES	10/05/2024 *	
M WHITTAKER	Original	24-206	AALON BUTLER	6455	EVENT SERVICE PROVIDE AGREEMENT	2024 SENIOR HALLOWEEN LUNCHEON	\$800.00	COMMUNITY SERVICES	10/11/2024 *	
M WHITTAKER	Original	24-248	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2024 FAHM CELEBRATION	\$1,000.00	COMMUNITY SERVICES	10/12/2024 *	
M WHITTAKER	Original	24-252	ARDYANNA DUCUSIN	7318	EVENT SERVICE PROVIDE AGREEMENT	2024 FAHM CELEBRATION	\$200.00	COMMUNITY SERVICES	10/12/2024 *	
M WHITTAKER	Original	24-242	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2024 WOMEN'S HEALTH CONFERENCE	\$700.00	COMMUNITY SERVICES	10/18/2024 *	
M WHITTAKER	Original	24-247	NEICE KNIGHT	7453	EVENT SERVICE PROVIDE AGREEMENT	2024 WOMEN'S HEALTH CONFERENCE	\$100.00	COMMUNITY SERVICES	10/18/2024 *	
M WHITTAKER	Original	24-254	NIKKI SHORTS	7736	EVENT SERVICE PROVIDE AGREEMENT	2024 WOMEN'S HEALTH CONFERENCE	\$1,400.00	COMMUNITY SERVICES	10/18/24 *	
M WHITTAKER	Original	24-255	TOBIAS LEVI MOODY	8180	EVENT SERVICE PROVIDE AGREEMENT	2024 WOMEN'S HEALTH CONFERENCE	\$600.00	COMMUNITY SERVICES	10/18/24 *	
M WHITTAKER	Original	24-259	ARJAY FERRER JIMENEZ	3104	EVENT SERVICE PROVIDE AGREEMENT	2024 LARRY ITLJONG DAY	\$1,500.00	COMMUNITY SERVICES	10/26/2024 *	
D ROBERTS	Original	24-270	MILAGRO MEDIA STRATEGIES	8434	EVENT SERVICE PROVIDE AGREEMENT	2024 GROUNDBREAKING EVENT - MILLS PARK	\$4,200.00	ISPM	10/29/24 *	
D ROBERTS	Original	24-269	MILAGRO MEDIA STRATEGIES	8434	EVENT SERVICE PROVIDE AGREEMENT	2024 GROUNDBREAKING EVENT - FOISIA PARK	\$4,200.00	ISPM	10/30/24 *	
D ROBERTS	Original	24-268	MILAGRO MEDIA STRATEGIES	8434	EVENT SERVICE PROVIDE AGREEMENT	2024 GROUNDBREAKING EVENT - CARRIAGE CREST	\$4,200.00	ISPM	10/31/24 *	
M WHITTAKER	Original	24-271	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2024 HALLOWEEN CARNIVAL	\$700.00	COMMUNITY SERVICES	10/31/24 *	
M WHITTAKER	Original	24-238	NORMAN BROWN	8409	EVENT SERVICE PROVIDE AGREEMENT	2024 JAZZ FESTIVAL	\$10,000.00	COMMUNITY SERVICES	10/5/2024 *	



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM FUNDING (CITY COUNCIL)

### I. SUMMARY

The Los Angeles County Metropolitan Transportation Authority (LACMTA) issues a Memorandum of Understanding (MOU) to over 40 participating agencies each year as part of its voluntary Proposition A Discretionary Incentive Grant Program. In exchange for reporting transit data to support local, state, and regional planning efforts, agencies may request an allocation of grant funds. By executing the proposed MOU with LACMTA for Report Year 2022, the City will be eligible to retroactively invoice LACMTA in the total amount of \$56,301.

### II. RECOMMENDATION

1. APPROVE the "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2022" between the City of Carson and Los Angeles County Metropolitan Transportation Authority (Exhibit No. 1. "LACMTA MOU"); and
2. AUTHORIZE the Mayor to execute the LACMTA MOU, following approval as to form by the City Attorney.

### III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

### IV. BACKGROUND

On an annual basis, LACMTA issues a MOU to over 40 participating agencies as part of its voluntary Proposition A Discretionary Incentive Grant Program. Participants, including the City of Carson, report transit data from the prior fiscal year to the National Transit Database (NTD) by October 31st each year. This data aids the Federal Transit Administration (FTA) with local, state, and regional planning efforts. Additionally, the data provides decision makers with resources such as multiyear comparisons and trend analyses relating to public transit services nationwide. In exchange for this data, agencies may request an allocation of grant funds through LACMTA.

Allocations are based on the number of revenue miles (service miles) performed over the course of a given fiscal year. LACMTA issues MOUs approximately two years following each fiscal year on a rolling basis. For Report Year 2022, i.e., July 1, 2021 - June 30, 2022, the City can request \$46,635 for rendering Dial-A-Ride service, and \$9,666 for fixed-route service.

The proposed MOU is a standard form agreement of LACMTA that is required for all participating agencies, and the City has not sought to negotiate its provisions. The conditions of the funding are set forth in Article 4, including an indemnification provision in favor of LACMTA, a provision stating the City agrees that the funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and C Local Return guidelines most recently adopted by the LACMTA Board, and a provision stating the expenditures will be subject to audit as part of LACMTA's annual Consolidated Audit. Article 5 states that LACMTA reserves the right to terminate the MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

By executing the proposed MOU with LACMTA for Report Year 2022, the City will be eligible to retroactively invoice LACMTA in the total amount of \$56,301.

#### **V. FISCAL IMPACT**

Should the City Council approve the recommendation, payment from LACMTA in the total amount of \$56,301, once received, will be deposited in Proposition A account no. 218-99-999-999-4513.

#### **VI. EXHIBITS**

1. LACMTA MOU

#### **Attachments**

[Exhibit No. 1 - LACMTA MOU.pdf](#)

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FOR COLLECTING AND REPORTING DATA FOR THE  
NATIONAL TRANSIT DATABASE  
FOR REPORT YEAR 2022**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2024 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Carson (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 22, 2023 meeting, LACMTA approved the Fiscal Year FY 2023-24 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-22; and

WHEREAS, the City has voluntarily submitted their FY2021-22 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2021-22 Report Year (the “Project”); and

WHEREAS, on April 1, 2024, the Federal Transit Administration (FTA) published in the Federal Register the FY 2023-24 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

## **ARTICLE 1. TERM**

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **May 1, 2024**, through **June 30, 2027** at which time all unused funds shall lapse.

## **ARTICLE 2. STANDARDS**

- 2.0 To receive payment for the submittal of the FY 2021-22 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
  - B. Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the NTD on or before **October 31, 2022**;
  - C. Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2023**;

## **ARTICLE 3. PAYMENT OF FUNDS TO CITY**

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2021-22 NTD statistics. LACMTA shall pay the City for submitting the FY 2021-22 **ANNUAL NTD REPORT** for the applicable transit services as follows:

### **MOTOR BUS SERVICE**

For City’s motor bus service, LACMTA shall pay an amount equal to the 13,788 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

### **DIAL-A-TAXI SERVICE**

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 66524 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2027**, in the amount of **\$56,301** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296  
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICARS24000 M.S. Chelsea Meister (99-4-3)

**ARTICLE 4. CONDITIONS**

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

**ARTICLE 5. REMEDIES**

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

## **ARTICLE 6. MISCELLANEOUS**

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

## **ARTICLE 7. CONTACT INFORMATION**

- 7.0 LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Chelsea Meister (99-21-3)  
[meisterc@metro.net](mailto:meisterc@metro.net)
- 7.1 City's Address:  
Carson  
801 E. Carson St.  
Carson, CA 90745  
Attn: Jason Jo  
[jjo@carson.ca.us](mailto:jjo@carson.ca.us)



IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Carson

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Mayor/City Manager

By: \_\_\_\_\_  
STEPHANIE N. WIGGINS  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Date: 10/2/2024

ATTACHMENT A  
LACMTA Voluntary NTD Reporting Program for FY22  
Using FY24 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	Total (\$)Due to Jurisdiction	
Alhambra	MB	168,115	117,852.41		117,852	178,639
Alhambra	DR	86,711	60,786.37		60,786	
Artesia	DR (DT)	3,956	2,773.25		2,773	
Azusa	DR	28,615	20,059.76		20,060	
Baldwin Park	MB	173,378	121,541.89		121,542	139,086
Baldwin Park	DR	25,027	17,544.49		17,544	
Bell	MB	33,351	23,379.80		23,380	
Bell	DR	14,950	10,480.29		10,480	
Bellflower	MB	72,617	50,906.15		50,906	58,146
Bellflower	DR	10,327	7,239.46		7,239	
Bell Gardens	MB	91,237	63,959.19		63,959	81,790
Bell Gardens	DR	25,435	17,830.51		17,831	
Burbank	MB	212,160	148,728.94	(19,766)	128,963	
Calabasas	MB	65,374	45,828.65		45,829	51,463
Calabasas	DR	8,037	5,634.12		5,634	
Carson	MB	13,788	9,665.70		9,666	56,301
Carson	DT	66,524	46,634.82		46,635	
Cerritos	MB	100,933	70,756.31		70,756	97,359
Cerritos	DR	37,948	26,602.40		26,602	
Compton	MB	185,493	130,034.78		130,035	130,192
Compton	DR	224	157.03		157	
Covina	DR	43,672	30,615.06		30,615	
Cudahy	MB	33,395	23,410.65		23,411	30,244
Cudahy	DR	9,747	6,832.87		6,833	
Downey	MB	103,313	72,424.74		72,425	101,291
Downey	DR	41,178	28,866.71		28,867	
Duarte	MB	DID NOT REPORT F	-		-	
El Monte	MB	221,303	155,138.39		155,138	192,668
El Monte	DR	53,536	37,529.94		37,530	
Glendora	MB	44,811	31,413.52		31,414	61,485
Glendora	DR	42,896	30,071.06		30,071	
Huntington Park	MB	147,119	103,133.74		103,134	132,064
Huntington Park	DT	41,268	28,929.80		28,930	
LACDPWAvocado	MB	39,129.00	27,430.31		27,430	
LACDPWELA	MB	226,843.00	159,022.06		159,022	
LACDPWELA	DR	32,646.00	22,885.58		22,886	181,908
LACDPWEast Valinda	MB	44,279.00	31,040.58		31,041	
LACDPWKing Medical	MB	37,428.00	26,237.87		26,238	
LACDPWWillowbrook Shuttle	MB	73,799.00	51,734.76		51,735	542,348
LACDPWS.Whittier	MB	196,000.00	137,400.42		137,400	
LACDPWAthens	MB	36,721.00	25,742.25		25,742	
LACDPWLennox	MB	30,216.00	21,182.10		21,182	
LACDPWFloranceFirestone	MB	56,592.00	39,672.27		39,672	
Lakewood	DR	52,213	36,602.49		36,602	
Lawndale	MB	DID NOT REPORT F	-		-	
Lynwood	MB	147,420	103,344.74		103,345	
Malibu	DT	5,867	4,112.90		4,113	
ManhattanBeach	DR	22,484	15,761.79		15,762	
Maywood	MB	31,380	21,998.09		21,998	32,276
Maywood	DR	14,662	10,278.39		10,278	
MontereyPark	MB	-	-		-	11,785
MontereyPark	DR	16,811	11,784.89		11,785	
Pico Rivera	DR	8,765	6,144.46		6,144	
Rosemead	MB	104,818	73,479.78		73,480	94,855
Rosemead	DR	30,491	21,374.88		21,375	
Santa Fe Springs	DR	12,570	8,811.85		8,812	
South Gate	MB	118,783	83,269.56		83,270	160,309
South Gate	DT	109,896	77,039.57		77,040	
SouthPasadena	DR	20,054	14,058.31		14,058	
WestCovina	MB	155,047	108,691.44		108,691	135,451
WestCovina	DR	38,172	26,759.43		26,759	
West Hollywood	MB	114,445	80,229		80,229	
Total		3,869,524	2,792,852	(19,766)	2,773,086	
FY24 Revenue Mile Rate		0.701022553				

									Total (\$)	Tier II	Total (\$)
Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$from OPCOST	Total Generated	Due to Jursd Before Tier 2 Deduction	Operator Deduction	Due to Jurisdiction
Glendale	MB	871,699	100,417	1,127,888	10,012,370	611,080.66	8,770	\$ 619,851	619,851	(82,378)	537,473
Pasadena	MB	739,633	71,223	1,905,376	6,777,893	518,499.41	36,974	\$ 555,473	555,473	(73,822)	481,651
LADOT COMMUNITY DASH	MB	4,118,894	292,898	11,327,239	40,076,119	2,887,437	220,998	\$ 3,108,436	3,108,436	(413,110)	2,695,326
LADOT DEPARTMENT OF AGING	DR	169,282	28,228	306,343	3,955,395	118,670	1,638	\$ 120,308	120,308		120,308
Total LADOT		4,288,176	321,126	11,633,582	44,031,514	3,006,108	222,636	\$ 3,228,744	3,228,744		2,815,634
Total NTD 5307 Funds		5,899,508	492,766	14,666,846	60,821,777	4,135,688	268,380	4,404,068	4,404,068	(569,310)	3,834,758
FY24 Revenue Mile Rate		0.7010226	*								
FY24 Passenger Mile Rate		0.0690283									



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER APPROVING A CONTRACT SERVICES AGREEMENT WITH MERCHANT LANDSCAPE SERVICES, INC., TO LASER LEVEL THE BASEBALL DIAMOND INFIELDS AT CARSON, DOLPHIN, AND DOMINGUEZ PARKS (CITY COUNCIL)

### **I. SUMMARY**

The existing baseball diamond infields at Carson, Dominguez and Dolphin Parks are in poor playing condition due to excessive play, weather, and erosion. To restore these City ball fields to optimal playing condition, staff has selected Merchant Landscape Services, Inc. (Merchant) to bring the necessary amount of infield mix and laser level the surface of the baseball diamond infields. Staff recommends the City Council approve the proposed Contract Services Agreement with Merchant to perform this task at Carson, Dominguez and Dolphin Parks (including one infield at Carson Park, one at Dominguez Park and two at Dolphin Park, for a total of four infields) for a total amount not to exceed \$97,840.00 (\$24,460.00 per field).

### **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the proposed Contract Services Agreement between the City of Carson and Merchant Landscape Services, Inc., to provide laser leveling services for the baseball fields at Carson, Dominguez and Dolphin Parks for a not-to-exceed Contract Sum of \$97,840.00 (Exhibit No. 1; "Agreement").
2. AUTHORIZE the City Manager to execute the Agreement following approval as to form by the City Attorney.

### **III. ALTERNATIVES**

TAKE any other action the City Council deems appropriate and consistent with the requirements of applicable law.

### **IV. BACKGROUND**

The City of Carson is responsible for the maintenance of 21 baseball diamonds throughout 10 City parks. Through normal use, ruts can develop around the bases and uneven areas can be caused by extensive play, erosion, and weather events. Laser leveling helps to address these issues and restores the fields to a smooth, even condition. Laser leveling is a precise and efficient method to grade fields which ensures optimal play ability and safety for all users.

To address the need for leveling of City ball fields, staff issued a formal Request for Proposals (RFP) 24-006. Only one proposal was received in response to the RFP, and during the job walk the vendor disclosed its lack of experience for the magnitude of the scope requested. The proposal further confirmed limited equipment and staffing that would not be sufficient for the City's needs based on the requirements outlined in the scope of work. Accordingly, the City rejected all proposals pursuant to CMC 2611(l), and no award was made pursuant to the RFP.

Due to the lack of an award made pursuant to the RFP and based on the Purchasing Manager determination that these services constitute professional services as defined in CMC 2601(n) because of the high degree of technical or individual skill involved, staff proceeded to issue notice to a number of potential vendors adequate to permit reasonable competition consistent with the nature and requirements of the procurement pursuant to CMC 2611(c)(1)(iii).

Among other responses to this notice, City staff received a proposal from Merchant Landscape Services, Inc. (Merchant), a reputable contractor with experience in field leveling and maintenance. Merchant has provided evidence that it possesses the expertise and experience to perform the requisite professional services. The recommended draft Agreement (Exhibit No. 1) was prepared based on Merchant's proposal.

The proposed scope of work set forth in the Agreement includes:

- Laser leveling of the following City baseball/softball infields: (1) Dolphin Park Field #1; (2) Dolphin Park Field #2; (3) Dominguez Park Field #1; and (4) Carson Park Field #1.
- Providing 50 tons of Pro Gold Mix with Turf face for each field, for a total of 200 tons.
- Providing labor to install the Pro Gold Mix, remove and re-install all field hardware (e.g., base pegs, pitching rubbers, home plates), rototill and prepare the fields for laser leveling, and otherwise complete the services for all fields.
- Provide all necessary equipment, tools, materials and supplies to complete the services for all fields.

In March 2024, Hemingway, Stevenson, and Veterans Parks underwent the very same laser leveling with positive results. Based on daily use and resulting wear on the baseball fields at Carson, Dolphin, and Dominguez Parks, laser leveling is now needed to restore these fields to safe and optimal conditions.

Staff recommends the City Council approve the proposed Agreement with Merchant to perform this task at Carson, Dominguez and Dolphin Parks (including one infield at Carson Park, one at Dominguez Park and two at Dolphin Park, for a total of four infields) for a total amount not to exceed \$97,840.00 (\$24,460.00 per field). The project is expected to be completed within 90 business days from City's issuance of a notice to proceed.

## **V. FISCAL IMPACT**

None. Funds are included in the adopted FY 2024 - 2025 budget in Account No. 101-90-970-105-6004 and Account No. 101-90-970-107-6004.

## **VI. EXHIBITS**

1. Merchant Landscape Services, Inc. draft Contract Services Agreement

Prepared by: Michael Whittiker, Director of Community Services/Recreation/Park Maintenance Department, and Modesto Bolaños, Landscape and Park Maintenance Superintendent

**Attachments**

[MERCHANT LANDSCAPE SERVICES INC- CONTRACT.pdf](#)

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**MERCHANTS LANDSCAPE SERVICES, INC.**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
MERCHANTS LANDSCAPE SERVICES, 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 MERCHANTS LANDSCAPE SERVICES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought 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.

#### 1.10 Compliance with Labor and Wage Laws.

The Services are subject to prevailing wages under the Labor Code and as such, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.



(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

## **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 **Ninety-Seven Thousand Eight Hundred Forty Dollars (\$97,840.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

### **2.2 Method of Compensation.**

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

### 2.3 Reimbursable Expenses.

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

### 2.4 Invoices.

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

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

### 2.5 Waiver.

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

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### 3.1 Time of Essence.

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



### 3.2 Schedule of Performance.

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

### 3.3 Force Majeure.

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

3.4 Term.

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

## ARTICLE 4. COORDINATION OF WORK

#### 4.1 Representatives and Personnel of Consultant.

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

Edgar Valdovinos	Branch Manager
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

#### 4.2 Status of Consultant.

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

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of



Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### ARTICLE 5. INSURANCE AND INDEMNIFICATION

#### 5.1 Insurance Coverages.

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

(a) General Liability Insurance (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

\_\_\_\_\_  
David C. Roberts, Jr., City Manager

ATTEST:


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

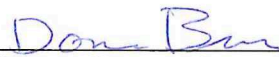
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

MERCHANTS LANDSCAPE SERVICES, INC., a  
California corporation

By:   
Name: Mark Brower  
Title: President

By:   
Name: Donna Brower  
Title: Secretary  
Address: 1510 S. Lyon St.  
Santa Ana, CA. 92705

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

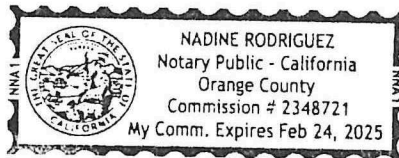
CIVIL CODE § 1189

State of California }  
 County of Orange }  
 On September 30, 2024 before me, Nadine Rodriguez, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Mark C. Brower  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Nadine Rodriguez  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Consultant will perform the following Services related to exterior landscape maintenance of City athletic infields:**
- A. Laser leveling of the following City baseball/softball infields: (1) Dolphin Park Field #1; (2) Dolphin Park Field #2; (3) Dominguez Park Field #1; and (4) Carson Park Field #1;
  - B. Provide 50 tons of Pro Gold Mix with Turf face for each field, for a total of 200 tons;
  - C. Provide labor to install the Pro Gold Mix, remove and re-install all field hardware (e.g., base pegs, pitching rubbers, home plates), rototill and prepare the fields for laser leveling, and otherwise complete the services for all fields.
  - D. Provide all necessary equipment, tools, materials and supplies to complete the services for all fields.
- 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. Edgar Valdovinos, Branch Manager
  - B. Manuel Castillo, Laborer
  - C. Will Castro, Heavy Equipment Operator

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

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

***"Upon completion of the work,*** ~~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."

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

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

- I. Consultant shall complete the Services for the following fixed fee amounts, inclusive of all costs and expenses:**
- A. Dolphin Park Field #1: \$24,460, consisting of the following sub-budgets:**
1. Field Laser Leveling: \$5,500;
  2. 50 tons of Pro Gold Mix with Turf fact at \$200 per ton: \$10,000;
  3. Labor to install brick dust, roto till, remove hardware, and all other work: \$8,960.
- B. Dolphin Park Field #2: \$24,460, consisting of the following sub-budgets:**
1. Field Laser Leveling: \$5,500;
  2. 50 tons of Pro Gold Mix with Turf fact at \$200 per ton: \$10,000;
  3. Labor to install brick dust, roto till, remove hardware, and all other work: \$8,960.
- C. Dominguez Park Field #1: \$24,460, consisting of the following sub-budgets:**
1. Field Laser Leveling: \$5,500;
  2. 50 tons of Pro Gold Mix with Turf fact at \$200 per ton: \$10,000;
  3. Labor to install brick dust, roto till, remove hardware, and all other work: \$8,960.
- D. Carson Park Field #1: \$24,460, consisting of the following sub-budgets:**
1. Field Laser Leveling: \$5,500;
  2. 50 tons of Pro Gold Mix with Turf fact at \$200 per ton: \$10,000;
  3. Labor to install brick dust, roto till, remove hardware, and all other work: \$8,960.
- 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 2.3.**
- 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 and the applicable fixed fee.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. 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 \$97,840 as provided in Section 2.1 of this Agreement.**



**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

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

**Days to Perform**

- A. Completion of all Services 90 City business days (M-F, excluding holidays)  
from City's Notice to Proceed
- 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, November 19, 2024, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER AWARDED A CONTRACT TO DON'S AUDIO VISUAL SERVICES TO PROVIDE AUDIOVISUAL SERVICES AT THE CARSON EVENT CENTER (CITY COUNCIL)

### I. SUMMARY

On August 29, 2024, the City issued Request for Proposals (RFP) 24-017 to find qualified vendors to provide audiovisual rental products and services at the Carson Event Center (Exhibit No. 1). When the RFP closed on September 23, 2024, four (4) proposals were received (Exhibit No. 2). Upon completion of an extensive review and evaluation, Don's Audio Visual Services was selected as the most qualified vendor (Exhibit No. 3 and Exhibit No. 4) and is recommended to be awarded a three (3) year Contract Services Agreement with two (2) optional one-year extensions and a not-to-exceed Contract Sum of \$225,000.00 over the initial three-year term (Exhibit No. 5).

### II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE the Contract Services Agreement by and between the City of Carson and Donald Alan Sprague dba Don's Audio Visual Services (Exhibit No. 5; "Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

### III. ALTERNATIVES

TAKE another action City Council deems appropriate.

### IV. BACKGROUND

The Carson Event Center offers 40,000 square feet of versatile space for public and private events. The City offers clients contracted audiovisual rental products and services for their events such as meetings, conferences, weddings, and parties.

On August 29, 2024, the City issued Request for Proposals (RFP) 24-017 to find qualified vendors to provide these contracted audiovisual products and services at the Carson Event Center. Four (4) proposals were received once RFP 24-017 closed on September 23, 2024. Pursuant to CMC 2611(b), the proposals were ranked by a staff evaluation panel based on the evaluation criteria set forth in the RFP (pg. 9), including relevant local experience, credentials, experience and understanding with similar projects, service capabilities and capacity, past performance record, and prior experience with the City.

The proposal from Don's Audio Visual Services responded to the requirements of the RFP and was ranked the highest of the proposals (Exhibit No. 3). It is therefore recommended for the contract award. This proposed contract would allow the City (irrespective of any Event Center patron event-related request) and external organizations and private clients (indirectly, via making a request to the City with the City making the purchase from Don's in the City's discretion), to rent audiovisual equipment and obtain related services from Don's on an as-needed basis for events and functions held at City facilities, at the rates outlined in the proposal (Exhibit No. 4) and the Agreement (Exhibit No. 5).

The proposed contract term is three (3) years with two (2) optional one-year extensions at an annual not-to-exceed sum of \$75,000.00 for a three-year contract sum of \$225,000.00.

## **V. FISCAL IMPACT**

Funds for this service were included in the adopted FY 2024 – 2025 budget and will be incorporated in future budgets in Account No. 101-90-930-101-6004.

## **VI. EXHIBITS**

1. RFP 24-017 Packet
2. RFP 24-017 Bid Register
3. RFP 24-017 Proposal Rankings Summary
4. Don's Audio Visual Services Proposal for RFP 24-017
5. Proposed Contract Services Agreement between City of Carson and Don's Audio Visual Services, Inc.

Prepared by: Michael Whittiker, Jr., Director of Community Services/Recreation/Park Maintenance Department and Toni Costanzo, A/Principal Administrative Analyst

## **Attachments**

[RFP 24-017 Packet.pdf](#)

[RFP 24-017 Bid Register.pdf](#)

[RFP 24-017 Proposal Rankings Summary.pdf](#)

[Don's Audio Visual Services Proposal for RFP 24-017.pdf](#)

[Don's AV Contract 2025 \(draft 11.6.24\)\(1027362.3\).pdf](#)



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

## **REQUEST FOR PROPOSALS (RFP) 24-017**

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

### **CARSON EVEN CENTER AUDIOVISUAL (A/V) EQUIPMENT RENTAL AND PROFESSIONAL SERVICES**

<b>ISSUE DATE:</b>	<b>08/29/2024</b>
<b>PRE-PROPOSAL MEETING:</b>	<b>09/05/2024   10:00 AM</b>
<b>QUESTIONS DEADLINE:</b>	<b>09/12/2024   10:00 AM</b>
<b>PROPOSAL DEADLINE:</b>	<b>09/23/2024   10:00 AM</b>

### **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 24-017 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. 24-017  
CARSON EVENT CENTER AUDIOVISUAL (A/V) EQUIPMENT RENTAL AND  
PROFESSIONAL SERVICES**

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Additional Documents Available as Downloads from PlanetBids

1. Affidavit of Non-Federal Lobbyist Requirements
2. Affidavit of Non-Collusion and Non-Discrimination
3. Client Reference List
4. Debarment and Suspension Certification
5. W-9 Request for Taxpayer Identification Number and Certification
6. Acknowledgement of Insurance Endorsements
7. Instructions for Entering Electronic Bids
8. Insurance Checklist
9. Contract Services Agreement Long Form (for reference)

## **A. SUMMARY**

The City of Carson (hereinafter referred to as “City”) is issuing this Request for Proposals (RFP) to invite qualified and experienced firms to submit proposals for the rental and professional services of audiovisual equipment. The professional services include delivery, setup, breakdown, and removal of the equipment. Proposals should include a comprehensive price list for both equipment rental and associated professional services, tailored to meet the needs of the City and private clients, as outlined in the Project Scope and Specifications.

The City owns and manages a Community Center also known as the Carson Event Center. The Carson Event Center offers 40,000 square feet of versatile meeting and event space including a 12,000 square foot ballroom and multiple meeting rooms that accommodate up to 1,200 guests.

The selected vendor must be located in close proximity to the Carson Event Center, situated at 801 E. Carson Street, Carson, CA 90745. Additionally, the vendor should be available seven (7) days a week, with flexible hours ranging from early morning to late night, to accommodate both scheduled and last-minute events.

The City intends to award a three-year contract with the option for two additional one-year contracts at the City’s sole discretion. The City reserves the right to award one contract or to award multiple contracts to more than one vendor.

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, downloading/uploading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Do not 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. PRE-PROPOSAL MEETING**

Pre-proposal Meeting:	OPTIONAL
Pre-proposal meeting date and time:	09/05/2024   10:00 am
Pre-proposal meeting location:	Carson Event Center 801 E. Carson Street, Carson, CA 90745

The pre-proposal meeting is held for the purpose of answering proper's questions. The pre-proposal meeting is Optional and attendance is not required to submit a proposal. Arrive early, plan accordingly. A sign-in sheet will be available. Please meet in the Carson Event Center lobby area.

**C. SPECIFIC PROPOSAL REQUIREMENTS**

All proposals 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 proposals 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.

<b>Required Proposal Sections and Documents</b>		
1	<b>Company Certification and Personnel Verification</b> 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	<b>Client Reference List</b> 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	<b>Subcontractor List</b> (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
4	<b>Modification, Changes or Exceptions to the City's Contract Services Agreement</b> (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	<b>Cost</b> Include all relative pricing information	Required
6	<b>Affidavit of Non-Collusion and Non-Discrimination</b> (download from PlanetBids)	Required
7	<b>Affidavit of Non-Federal Lobbyist Requirements</b> (download from PlanetBids)	Required
8	<b>Debarment and Suspension Certificate</b> (download from PlanetBids)	Required
9	<b>Certificate of Compliance with Labor Code Section 3700</b> (download from PlanetBids)	Required if Applicable
10	<b>W-9 Request for Taxpayer Identification Number and Certification</b> (download from PlanetBids)	Required
11	<b>Acknowledgement of Insurance Endorsements</b> (download from PlanetBids)	Required



12	<b>Contract Services Agreement Long Form</b> ( for reference only download from PlanetBids)	Required Upon Award
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Every document uploaded to PlanetBids must include Proposer's name and **RFP No. 24-017**

#### **D. 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 of this RFP. 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	<a href="mailto:jtogiola@carsonca.gov">jtogiola@carsonca.gov</a> (310) 830-7600 ext. 1237

#### **E. PROPOSER QUALIFICATIONS**

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded vendor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior 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-approved subcontractor list, or a substitution has been approved in writing by the City's Contract Officer in advance of any scheduled or actual work.

#### **F. PROJECT LOCATION & SCHEDULE**

Job location: Carson Event Center, 801 E. Carson Street, Carson, CA 90745

Job Work Schedule: Various (reference Project Scope and Specifications)

#### **G. INSURANCE REQUIREMENTS**

The selected consultant(s) must comply with the insurance requirements detailed in the Contract Services Agreement Long Form and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the proposal. Failure to submit

any required documents 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 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.

**H. PRICING**

Proposers shall provide everything necessary at their own expense including, and not limited to, labor, prep work, materials, supplies, parts, tools and equipment required to perform the required services.

The proposed price must include all necessary materials and fees to provide the required equipment rental and professional services. Permits, licenses and fees must be obtained at the awarded vendor'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.

**I. 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 on the RFP document. Proposal results will not be given out via telephone, email, or facsimile.

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

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

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1	Relevant local experience and reputation of the contractor, including verification of data and references.	10
2	Local experience and credentials of key personnel assigned to the project.	10
3	Understanding of project objectives and scope of work as evidenced in the written narratives and oral interview (if conducted).	25
4	Experience with projects of similar size and nature.	25
5	The capacity of the contractor to provide staffing, equipment, and services demonstrating that the present workload of the contractor and the availability of staff for the project will remain sufficient throughout the duration of the contract.	15
6	Contractor's past record of performance in similar projects related to control of costs, quality of work, and adherence to schedule.	10
7	The City of Carson's prior experience with the contractor.	5
<b>Total Maximum Points</b>		<b>100</b>

**PROJECT SCOPE OF SERVICES  
RFP 24-017  
CARSON EVENT CENTER AUDIOVISUAL (A/V) EQUIPMENT RENTAL  
AND PROFESSIONAL SERVICES**

The City of Carson (hereinafter referred to as "City") is issuing this Request for Proposals (RFP) to invite qualified and experienced firms to submit proposals for the audiovisual equipment rental and professional services. The professional services include delivery, setup, breakdown, and removal of the equipment. Proposals should include a comprehensive price list for both equipment rental and associated professional services, tailored to meet the needs of the City and private clients, as outlined in the Project Scope and Specifications.

The City owns and manages a Community Center also known as the Carson Event Center. The Carson Event Center offers 40,000 square feet of versatile meeting and event space including a 12,000 square foot ballroom and multiple meeting rooms that accommodate up to 1,200 guests.

The selected vendor must be located in close proximity to the Carson Event Center, situated at 801 E. Carson Street, Carson, CA 90745. Additionally, the vendor should be available seven (7) days a week, with flexible hours ranging from early morning to late night, to accommodate both scheduled and last-minute events.

The vendor shall provide a comprehensive list of equipment rental options and associated professional services, including a specific fee breakdown. All services will be provided on an "as needed" basis for both scheduled, unscheduled, and last-minute events.

The vendor shall offer equipment rental services for the following categories of equipment for events at the Carson Event Center, as requested by the Contract Officer, but are not limited to:

- Lighting equipment, including a detailed fee list for all related items.
- Effects and atmosphere equipment, including a detailed fee list for all related items.
- Video equipment, including a detailed fee list for all related items.
- Audio equipment, including a detailed fee list for all related items.
- Backline equipment, including a detailed fee list for all related items.

The vendor is responsible for providing all technical services related to the City's rental and use of equipment as specified. This includes setup, testing, and takedown of all rented equipment at no additional charge, as these costs are included in the rental rates provided. Any additional costs will only apply to special labor requests beyond routine setup and takedown, with such labor charged at the rates specified in the fee list.

The consultant must be available seven (7) days a week, with flexible hours from early morning to late night, to accommodate event schedules at the Carson Event Center, including holidays.

The consultant should include detailed equipment availability in their proposal.

Current Audiovisual for Reference Only. Please provide all rental equipment pricing.

Item	Rental Cost
LCD Projector 5K	\$
50" Monitor Package and Stand with Battery Power Option	\$
65" Monitor Package and Stand	\$
70" Monitor Package and Stand	\$
Tripod Screens: 7' – 8' (seven feet to eight feet)	\$
10 ' (10 foot) Roll-Up Screen	\$
Display Easel or Flipchart Easel Only	\$
Microphone: Push-to-Talk/Podium/Table/Standing	\$
Wireless Mic System: Handheld/Lavaliere (Lapel)/Headset	\$
4 Channel Audio Mixer with laptop or iPod audio	\$
Audio Mixer (up to 6 Mics + Aux)	\$
Audio Mixer (up to 16 Mics + Aux)	\$
QSC K8.2 Powered Speaker and Stand or with Microphone	\$
QSC K 10.2 Powered Speaker and Stand or with Microphone	\$
QSC K12.2 Powered Speaker and Stand or with Microphone	\$
CD, DVD, Blue Ray Disc Player (Circle)	\$
Flipchart Package (Plain Paper Pad and Post-It Pad)	\$
Whiteboard with Markers, Eraser 3' x 4' (three feet by four feet) or 3' x 5' (three feet by five feet) Circle	\$
Polycom Conference Speakerphone	\$
Remote RF Slide Advancer (Clicker)	\$
Laptops: PC or MacBook Pro	\$
Pipe and Drape	\$
	\$
Scheduling Technician should have a 48-hour lead time	\$
Hourly Rate Technician Labor, Monday to Friday 7:00 AM to 6:00 PM	4
Hourly Rate Technician Labor, Nights and Weekends	\$

**HALLS ABC RECOMMENDED/COMPARABLE EQUIPMENT LIST**

<b>BRAND</b>	<b>MODEL</b>	<b>QTY.</b>	<b>DESCRIPTION</b>
Barco	F80-4K9	1	Projector Hall B
Barco	GLD Zoom R9801719	1	Projector Lens
Epson	Epson PowerLite 2255U 2		Projector Hall's AC
Lumantek	HSV+	3	Convert HDMI-SDI
Generic	HD-SDI & Control on/off	3	Control Cabling
Epson	Epson PowerLite 2255U 1		Spare Projector
Dalite	Da-Lite 37087L	1	Screen Hall B
Dalite	Da-Lite 79014L	2	Screen Halls AC
Soundtube	CM62-EZ-II-LDS-WH Wings	8	Wing Speakers
Soundtube	SM52-EZ-WX-BK Hallway	8	Hallway Speakers
Soundtube	RS1001I-II-T-BK Main	16	Main Speakers
Soundtube	SM52-EZ-WX-BK-Outside	8	Outside Speakers
Pas	NE8250.70PE	1	PA Main
Pas	NE4250.70PE	2	PA Wings
Chauvet	DJ Intimidator Spot 375Z	18	Spots Main
Chauvet	DJ Intimidator Spot 375Z	2	Spots Wing
Chauvet	DJ Intimidator Spot 375Z	6	Spots Main
Chauvet	DJ Intimidator Spot 475Z	1	Rear Spot
Chauvet	Stage Designer StageDes50	1	Control Main Spots
Chauvet	Obey3	2	Control Wing Spots
Datapro	Stage w/HDMI + connectors	1	Panels
Datapro	Rear w/HDMI + connectors	1	Panels
Datapro	Custom Faceplate	2	Panels
Datapro	Custom Faceplate	5	Panels
Datapro	Custom Faceplate	2	Panels
Biamp	Nexia CS	4	DSP
Biamp	Volume/Select 8	5	Audio Control
PTZ Optics	PTZOptics 20x-SDI	4	Camera Main
PTZ Optics	PTZOptics 30x-NDI	1	Camera Rear

**HALLS ABC RECOMMENDED EQUIPMENT LIST**

<b>BRAND</b>	<b>MODEL</b>	<b>QTY.</b>	<b>DESCRIPTION</b>
PTZ Optics	PTZOptics 20x-SDI	6	Camera Main
PZT Optics	Joystick	3	Joystick 3 Zones
Switcher	SWATEMPSW04K	4	Switchers
Marshall	M-LYNX-702 V.3	6	SDI Monitors
Dell	U2913WM	4	PC Monitors
Dell	Precision 5820	1	PC Main
Dell	XPS Desktop	2	PC Wings
Netgear	Netgear ProSafe GS108	3	Network Misc
Extron	MLC 62 RS CC – IR	3	Master On/Off
Extron	DTP HDMI 4K 330 Tx & Rx	6	HD Signal Pass
Sharp	Sharp 4T – B 60"	1	Hallway TV
Chief Mount	Chief RXT2	1	TV Mount
Ocean Matrix	OMX-13HMHM0001	1	Pip 1:4
Lumantek	EZ-SHV+	3	Convert SDI to HDMI
Kramer	VM-22HD	2	VDAs SDI
Cabling	HDMI, Cat6e, AST	1	All Cables

**[END]**



# CITY OF CARSON BID REGISTER

NAME OF PROJECT: **REQUEST FOR PROPOSALS (RFP) 24-017 CARSON EVENT CENTER CENTER AUDIOVISUAL (AV) EQUIPMENT RENTAL AND PROFESSIONAL SERVICES**

BID OPENING DATE: **09-23-24**

TIME: **10:00 A.M.**

*City Clerk's Office*  
**RECEIVED**  
9-23-24  
10:00 a.m.

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Don's Audio Visual Services	Donald A. Sprague	9/18/24 5:41 P.M.	—		
2.	Music Connect Production	Robb Aio	9/18/24 10:22 a.m.	—		
3.	PCE	Tim Heinrich	9/23/24 7:56 a.m.	—		
4.	Technology Training Corp.	Steven Silver	9/23/24 9:50 a.m.	—		
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A Print Legibly Initials NC

City Clerk: Gary Williams Signature PlanetBids Opened By: Shelly McElree Print Legibly Initials SM

Staff Present: Bobby Green Print Legibly Initials AG

VICTOR FERNANDEZ Print Legibly Initials VF

Proposal Ranking Summary				
RFP 24-017 Carson Event Center AV Services				
Reviewer	1	2	3	
Proposals	Points	Points	Points	Total Points
Don's Audiovisual	100	95	90	285
Music Connect	63	77	5	145
PCE	70	71	50	191
Technology Training	62	79	0	141



Don's Audio Visual Services

RFP-NO. 24-017

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

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

Attn: Purchasing Manager



Don's Audio Visual Services

RFP-NO. 24-017

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- 1.Certification of Authorization to Contract
- 2.Affidavit of Non-Collusion and Non Discrimination
- 3.Proposer Qualifications
- 4.Client References List
- 5.Subcontractor List (Not Applicable)
- 6.Cost Proposal
- 7.Proposed Modification to City contract template
- 8.Division Two Exhibit A Requirements
  - 1.Cover Letter
  - 2.Company Information
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    - a. Proposed Fee Schedule
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    - f. Equipment to be Purchased by the City
  11. Additional Items
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    - b. Insurance Provisions
    - c. Labor Code 3700 Compliance Certification



RFP-NO. 24-017

Don's Audio Visual Services

## **Section 1 - Certification of Authorization to Contract**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

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

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Certification of Authorization to Contract** on behalf of the entity Don's Audio Visual Services dba DAVS as follows:

I, Donald A. Sprague, Owner, Operator, President hereby certify that I am authorized to contract Don's Audio Visual Services dba DAVS with the City of Carson.

I authorize myself, Donald A. Sprague to be the official contact for this Contract.

I Certify that Don's Audio Visual Services dba DAVS is in good standing with the office of the California Secretary of State.

Donald A. Sprague / Owner - Operator

By (Printed)/Title

Business: 310-893-7165  
Cell: 310-629-6052  
DSprague57@gmail.com  
21901 Grant Avenue  
Torrance, CA 90503

Donald A Sprague

Signature

18 September 2024

Date



*Donald A Sprague* 18 September 2024

---

Signature Date





Don's Audio Visual Services

RFP-NO. 24-017

## **Section 3 - Proposer Qualifications**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required Basic Company Information Employee Resumes as follows:

We have one office in Los Angeles County.

Don's Audio Visual Services dba DAVS  
Name of Company

18 September 2024  
Date

21901 Grant Avenue  
Torrance, California 90505  
Company Main Office Address

(310)629-6052  
Telephone Number

I am the single Owner / Operator / Employee

Person to Contact concerning this proposal

Donald A. Sprague / Owner / Operator.

By (Printed)/Title

*Donald A Sprague*

Signature

Business: 310-629-6052  
Cell: 310-629-6052  
dsprague57@gmail.com



Don's Audio Visual Services

RFP-NO. 24-017

## **Name and Title:**

Donald A. Sprague, Owner, Operator

## **Location and Contact Information:**

Main Office, Torrance  
Don's Audio Visual Services dba DAVS Headquarters  
21901 Grant Avenue  
Torrance, CA 90503  
Office: (310) 893-7165  
Cell: (310) 629-6052  
Email: dsprague57@gmail.com



## **Responsibilities:**

- Overall management of Don's Audio Visual Services dba DAVS.
- Business Development in Hotel, City and County event productions,
- Show and stage design and development for many venues, including Carson Community Center since the 1990s

## **Experience:**

- Over 5 years experience as the Owner/Operator of Don's Audio Visual Services dba DAVS
- Over 32 years combined experience as the General Manager State of the Art AV and the Corporate Accounts Manager of Broadcast Support, Inc.
- 3 years with North American Rockwell International as Manufacturing Production Scheduler in the Industrial Engineering Department
- Retired Air National Guard (USAF), as E-7 Master Sergeant with 22 years as: Air Crew, Ground Systems, and Top Three Supervisory experience



Don's Audio Visual Services

RFP-NO. 24-017

**City of Carson**  
**Request for Proposal No. 24-017**  
**Audio Visual Services Contractor**

## **Section 4 - Client References List**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **List of Client References** follows:

### **LIST OF REFERENCES**

<b>REFERENCE</b>	<b>CONTACT INFORMATION</b>
<b>Name: Victor Fernandez</b>	<b>Address: 801 E. Carson Street</b>
<b>Title: General Manager</b>	<b>City: Carson</b>
<b>Organization: City Of Carson</b>	<b>State and Zip: CA 90745</b>
<b>Scope of Work: Audio Visual On-site AV Company. Provide Audio Visual Equipment and Service interacting with all City Departments and Clientele.</b>	<b>Telephone: (310) 835-0212</b>
	<b>E-mail: <a href="mailto:vfernandez@Carson.CA.US">vfernandez@Carson.CA.US</a></b>
<b>Name: Vida Dye</b>	<b>Address: 665 N. Harbor Drive</b>
<b>Title: Catering Manager</b>	<b>City: Redondo Beach</b>
<b>Organization: Bluewater Grill</b>	<b>State and Zip: CA 90277</b>
<b>Scope of Work: Provide AV support for all functions</b>	<b>Telephone: (310) 318-3474</b>
	<b>E-mail: <a href="mailto:vdye@bluewatergrill.com">vdye@bluewatergrill.com</a></b>



RFP-NO. 24-017

Don's Audio Visual Services

<b>Name: Angelita Gamboa</b>	<b>Address: 2800 Via Cabrillo Marina</b>
<b>Title: Catering Manager</b>	<b>City: San Pedro</b>
<b>Organization: Doubletree San Pedro</b>	<b>State and Zip: CA 90731</b>
<b>Scope of Work: Provide Audio Visual Equipment and Service interacting with all Hotel Departments and Clientele.</b>	<b>Telephone: (310) 514-3344</b>
	<b>E-mail:</b> <a href="mailto:Angelita.Gamboa2@hilton.com">Angelita.Gamboa2@hilton.com</a>
<b>Name: Queenetta Potts</b>	<b>Address: 2 Civic Center Drive</b>
<b>Title: Catering Manager</b>	<b>City: Carson</b>
<b>Organization: Doubletree Carson</b>	<b>State and Zip: CA 90745</b>
<b>Scope of Work: Provide Audio Visual Equipment and Service interacting with all Hotel Departments and Clientele.</b>	<b>Telephone: (310) 830-9200</b>
	<b>E-mail:</b> <a href="mailto:queenetta.Potts@hilton.com">queenetta.Potts@hilton.com</a>



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 5 - Subcontractor List**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Sub Contractor List** as follows:

**This is not applicable.**

## **Section 6 - Cost Proposal**

# City of Carson

# Request for Proposal No. 24-017

## Audio Visual Services Contractor

Attn: Purchasing Manager,

First below is the attached Email Order Form presently used by the Sales and Scheduling crew at the Community Center with the pricing for the end client of redundantly rental equipments. This contract would enact a 30% discount to all equipment rentals. The cost for the contract is dependent entirely on the clients at the center and what and when they order. There is no pre-set minimum or maximum for this contract.

# AUDIO-VISUAL EQUIPMENT ORDER SHEET

## CARSON COMMUNITY CENTER AND CITY HALL

801 East Carson Street, Carson, CA 90745

PH: (310) 835-0212

**Ph: 310-629-6052**

21901 Grant Avenue  
Torrance, CA 90503

We schedule our sets for 1 hour prior to the actual meeting start time.

<b>Group Name:</b>							
<b>Start Time</b>		<b>Start:</b>		<b>End:</b>			
<b>DAY(S)</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SA</b>	<b>SU (Circle)</b>
<b>Dates:</b>				<b>thru</b>			
<b>Room(S):</b>				<b>Event #</b>			

Special Delivery or Pick-up Instructions

DAY	DATE	TIME

QTY	EQUIPMENT DESCRIPTION	PRICE	DAYS	AMOUNT
	HDMI Distribution Amp w/Cables	150.00		
	LCD Projector 5K	200.00		
	50" Monitor Package and stand / w/Battery Power Option	150.00 250.00		
	65" Monitor Package and stand	250.00		
	70" Monitor Package and stand	250.00		
	Tripod Screens: 7ft - 8ft	50.00		
	10ft Roll-Up Screen	100.00		
	Display Easel or Flipchart Easel Only	20.00		
	Wired Microphone Push-To-Talk / Podium / Table / Standing	40.00		
	Wireless Mic System: Handheld / Lavalier (Lapel) / Headset	85.00		
	4 Channel Audio Mixer / with laptop or ipod audio	50.00		
	Audio Mixer (up to 6 Mics + Aux)	100.00		
	Audio Mixer (up to 16 Mics + Aux)	250.00		
	QSC K8.2 Powered Speaker and stand / or with Microphone)	85.00 110.00		
	QSC K10.2 Powered Speaker and stand / or with Microphone)	95.00 120.00		
	QSC K12.2 Powered Speaker and stand / or with Microphone)	100.00 135.00		
	CD, DVD, Blue Ray Disc Player (Circle)	40.00		
	Flipchart Package (Plain Paper Pad) / (Post-it Pad)	60.00 85.00		
	Whiteboard w Markers and Eraser 3' x 4' / 3' x 5' (Circle)	40.00 80.00		
	Polycom Conference speakerphone	75.00		
	Remote RF Slide Advancer ("Clicker")	35.00		
	Laptops: PC / MacBook Pro	150.00 175.00		
	LED Uplights	35.00		
	Pipe and drape (Black)	11.00 per ft.		
	<b>Scheduling Tech Labor should have a 48 hour required lead-time.</b>			
	<b>Tech Labor: M - F 7a - 6p is \$75 ph</b>			
	<b>Tech Labor: Nights and Weekends is \$100 ph</b>			

Rev. 9-12-24

Ordered By: \_\_\_\_\_

Date: \_\_\_\_\_

Sub-Total
Labor
Total

**Please email all orders to DAVS at dsprague57@gmail.com**



Don's Audio Visual Services

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Below is a complete listing of our equipment inventory and available per day rental pricing.

<b>VIDEO LISTINGS</b>	
<b>Flat Screen Displays</b>	
50" Samsung	150
65" Samsung Flat Screen Display	250
70" LCD Flat Screen Display Vizio E701i 1080P 1920 x 1080. Remote and IEC Cable	250
70" LED 240mhz 1080p. Vizio E70-C3	250

24" Truss Base Plate with 8' Truss and Clamp. 54 lbs	\$100
Epson EX11000 4800 Lumens HD DLP Laser Video Projector with Case, IEC Cable, Remote	200
Proxima C520 5500 Lumens Projector. Lens: 1.5 to 2.3 with Carry Case, Remote & IEC Cable	\$200
Blackmagic ATEM Mini Pro Video Switcher	300
Blackmagic ATEM Mini Pro SDI Video Switcher	400
Blackmagic ATEM Extreme Pro Video Switcher	450
HDMI or SDI Video Distribution Amplifier and Cables	150
Fomako PTZ Camera with Professional Tripod	250
Fomako PTZ Controller for Multiple Cameras	200
Hollyworld HDMI Wireless Extender	125
CD/DVD/Blu-Ray Player	\$40

<b>Da-Lite Screens</b>	
7' Or 8' Tripod Video Screen with Black Skirt 48" Tall	\$50
10' Roll-up or Cradle Screen	100





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Don's Audio Visual Services

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Projecto-Stand Da-Lite Safe-Lock	\$20
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<b>AUDIO LISTINGS</b>	
<b>Speakers</b>	

QSC K8.2 Powered Speaker with carry bag & IEC Cable. 2000 watt. 127 db	\$85
QSC K10 Powered Speaker with carry bag & IEC Cable. 2000 watt. 129 db	\$95
QSC K12 Powered Speaker with carry bag & IEC Cable. 2000 watt. 131 db	\$105
QSC K-Sub 1000 Watt Compact Subwoofer with padded cover and IEC Cable. 1000 watt. 130 db	\$150
QSC KW122 Powered Speaker with carry bag & IEC Cable. 1000 watt. 131 db	\$150
QSC KW181 Powered Subwoofer with Cover & IEC Cable. 1000 watt. 131 db	\$180
USS Tripod Speaker Stand Max Height 6', 7"	\$20
USS Tripod Speaker Stand Max Height 9', 2"	\$25

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<b>Headphones</b>	
Bose Studio Headphones	\$20

<b>Audio Mixing Boards</b>	
QSC Digital 16 Mixing Console	\$250
Behringer X32 Compact Digital Mixing Console	\$450

Behringer X32 Stage Box with 100 Cat 5E Cable	\$200
Soundcraft Analog, 32 Channel Mixing Console	\$350
Soundcraft EPM6 Mixer 6 Mic Pre, 2 Stereo inputs. Case and IEC.	\$100
XLR Mic Snake Analog 12 Channel M - F	\$125

<b>Wired Microphones</b>	
Shure SM57 Instrument Mic w/clip and pouch	\$70



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Don's Audio Visual Services

Shure SM58 Lendgarry Vocal Mic w/clip and pouch	\$70
Shure SM 81 Instrument Microphone w/clip & Pouch	\$75
Shure SM 87 Vocal Mic, Sensitive Tailored Response. With Pouch & Clip	\$50
Shure 55SH Series 2 iconic Unidyne Vocal Microphone	\$75
Shure BETA52A Kick Drum Microphone with Pouch	\$75
Shure BETA56A Compact Drum Microphone with Pouch	\$75
Shure BETA57A Instrument Microphone with Pouch & Clip	\$100
Shure Nexadyne 8/C cardioid Pattern Extremely Smooth Vocal Microphone	\$100
Shure Nexadyne 8/S Cardioid polar pattern Extremely Smooth Vocal Microphone	\$100
Shure Beta 58A Vocal Microphone with Pouch & Clip	\$70
Shure Beta 91A Half-Cardioid "plate" Condenser Drum for Mic Kick Drum, Piano and floor use. With Pouch.	\$80
Shure Beta 98 Miniature Cardioid Drum Microphone. Drum Mount incl.	\$80
Shure BHR440 Combo Microphone and Dual-Sided Headphone for Broadcast and intercom applications. XLR and 1/4"	\$80
Shure WL 183,184,185 Lav Mic	\$50
Shure WL 93 Lav Mic	\$70
Shure WCM 16 Headworn Mic	\$80

Mogan Earset mic wired for Shure Body Packs	\$60
<b>Stands</b>	
Table Top Mic Stand	\$5
Floor Mic Stand Solid Base	\$10
Floor Mic Stand Tripod Base	\$10
Floor Mic Stand Tripod Base, with boom arm	\$10
Floor Mic Stand with Short Boom	\$10
<b>Problem Solvers</b>	
Whirlwind XLR 1 x 6 Signal Splitter	\$10



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Jensen Audio Isolation transformer. XLR in/out	\$12
DBX DB12 Active Direct Box (requires phantom power)	\$16
DBX DB10 Passive Direct Box	\$10
Radial Direct Box PRO48 Active	\$20
Radial PRO D1 Direct Box	\$20
Radial PRO D2 Stereo Direct Box	\$30
Radial PRO AV1 Stereo to Mono Summing Direct Box	\$30

<b>WIRELESS MICROPHONE SYSTEMS</b>	
Shure UHF-SLXD DIGITAL Wireless Mic Kit with 58 or bodypack transmitter	85
Shure UHF-SLXP Wireless Mic Kit with 58 or bodypack transmitter	85

<b>STAGE AND RISER LISTINGS</b>	
<b>iStage 90 lbs PSF</b>	
4' x 4' Stage Deck with Grey Carpet Top	75
4' x 4' deck with Carpet Top. 1/4 round.	75
8" Riser for 4' x 4' Stage Deck	50
16" Riser for 4' x 4' Stage Deck	50
24" Riser for 4' x 4' Stage Deck	50
32" Riser for 4' x 4' Stage Deck	50
Stair set. 2 Steps (8" and 16"), 4' wide	150
Stair set. 3 Steps (8", 16" & 24"), 4' wide &	150



Don's Audio Visual Services

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## **Attachment 3**

<b>LABOR LISTINGS</b>	
	<b>Per Hour</b>
<b>In House</b>	
Casual Labor	\$75
Diagnose, Repair, Assemble equipment.	\$75
Edit music and/or Video. Media transfer	\$150
Consulting	\$150
<b>In field 6:00 AM to 11:59 PM M-F, non-holiday</b>	
Casual Labor	\$75
Audio, Lighting or Video Technician A2	\$75
Audio, Lighting or Video Technician Supervisor	\$160
Rigger	\$125
<b>In field 12:00 AM to 5:59 AM or Sunday or Holiday</b>	
Casual Labor	\$125
Audio, Lighting or Video Technician A2	\$120
Audio, Lighting or Video Technician Supervisor	\$250
Rigger	\$200



Don's Audio Visual Services

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## **Section 7 - Proposed Modification to City Contract Template**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Proposed Modification or Substitution to City Contract template** follows:

**No Proposed Modification or Substitution to City Contract template.**



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.1 - Cover Letter**

**City of Carson**  
**Request for Proposal No. 24-017**  
**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **cover letter** for rental/technical services as follows:

DAVS proposes to provide rental of various audio visual, lighting and sound equipment as enumerated in this proposal. We propose to: 1) provide technical services for both City and Non-City Customer Production Development and Show Preparation and Planning, 2) the physical Set-up and Strike of Audio Visual Equipment for both Rental and City of Carson owned equipments being integrated into scheduled functions, 3) to operate, facilitate and monitor in-show audio, video and lighting entities as required, 4) facilitate the Scheduling, Set, Start up, and Strike of all functions requiring any Audio Visual Services or equipment at the various rooms and outdoor facilities that make up the Carson Community and Meetings Center. Our services are available to all city parks and offices and will be coordinated with the Community Center Manager or their assigned designee at the same agreed upon rates. We are presently providing this service to the City of Carson.

We will invoice the City of Carson the proposed pricing less a consideration percentage of 30%. This excludes Sales, Labor, and Sub-rentals. A 10% discount off of the original full price of equipments for all city events and qualified City of Carson residents will be honored when delineated prior to the submittal of the final invoice.

We will meet or exceed the City of Carson Insurance requirements as outlined in Article 5 of the proposed attached agreement and contract.

Key Personnel that are being made available to the City of Carson pursuant to the goals and requirements throughout the duration of this contract are as follows:



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Don's Audio Visual Services

Mr. Donald A. Sprague.....Owner/Operator

Mr. Donald A. Sprague.....Primary Contact and Contract Manager

I have been working with the City of Carson since 1992 over the span of my career including time with what is now a competing business entity, and have now been the primary source for Audio Visual Services at the Carson Community and Meetings Center for the last year and a half. I have provided far more intensely personal and flexible service in this last year and a half than has been possible in the many years prior. We are a production company with a much newer and wider array of equipment and services relating to much larger events than in my prior experience. I have enjoyed the close relationships developed and recent new associates brought on board by Mr. Victor Fernandez.

I look forward to further expanding the customer base, as well as bringing in more revenue to the City of Carson by developing relationships with new and returning customers, both large and small, giving consistent high levels of service with outstanding value pricing resulting in rising customer satisfaction ratings.

*Donald A Sprague*

Signature

Donald A Sprague  
Corporate Accounts Manager  
Torrance, CA 90503  
dsprague57@gmail.com

Cell: 310-629-6052

Business: 310-629-6052





Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.2 - Company Information**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Basic Company Information** as follows:

We have one office in Los Angeles County.

Don's Audio Visual Services dba. DAVS  
Name of Company

18 September 2024  
Date

21901 Grant Avenue  
Torrance, California 90503  
Company Main Office Address

(310)629-6052  
Telephone Number

We have 1 full time employee.

Person to Contact concerning this proposal

Donald A. Sprague / Corporate Accounts Manager

*Donald A Sprague*

By (Printed)/Title

Signature

Business: 310-629-6052  
Cell: 310-629-6052  
dsprague57@gmail.com



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.3 - Project Approach and Scope of Services**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required Project Approach and Scope of Services as follows:

### **APPROACH AND SCOPE OF WORK**

Don's Audio Visual Services dba. DAVS proposes to provide rental of various audio visual, lighting, power and sound equipment and to provide technical services for City of Carson owned equipment or to operate equipment on rental as required. Our services will be available to all city locations as deemed necessary by the City of Carson. We will then subsequently invoice the City of Carson the proposed pricing less a consideration percentage of 30% on all **\*\*qualifying\*\*** equipment rentals. **\*\*Qualifying Equipment Rentals** are hereby defined as all equipment owned by Don's Audio Visual Services dba. DAVS, and not sub-rented from other sub-vendors for special or unusual requirements**\*\*** In performing the Scope of Work Don's Audio Visual Services dba. DAVS provides unique benefits to the city of Carson as summarized below:





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Don's Audio Visual Services

- We are a Production Company first and foremost, which allows us to be quite well suited to creating events that range from small to large. We are experienced in creating productions in a wide variety of locations. For instance, we are quite well versed in power, sound, video and lighting requirements for all types of venues, both in-doors and out.
- We carry insurance at or above the levels required and we will submit certificates with all required additional insured parties and waivers at the time specified.
- Don's Audio Visual Services dba. DAVS will provide an audio-visual manager who will meet with the Community Center personnel, the various City Divisions personnel outside the Community Center, and Non-City of Carson Customers renting space for functions with in the Community Center on a regular basis to coordinate and schedule our services.
- We provide quality professional personnel on-site seven days a week as needed. The service includes setting the pre-ordered equipment at least one hour prior to each function requiring our services. We also provide a technician to explain the use of the equipment and provide the required cabling to make the system work with customers and their own equipment.
- Don's Audio Visual Services dba. DAVS personnel are dressed in a professional manner. All employees conduct themselves in a manner consistent with the standards, quality, and image of the City of Carson. We are fully committed to representing the city to the public as the City Government would want it represented.
- Our coverage is able to meet last minute request for equipment. Additional personnel and equipment are only minutes away.
- We provide our rental equipment and services at competitive rates. We review these rates with the city before the price list is published. We are also flexible in meeting the needs of the customers of the Carson Community Center



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Don's Audio Visual Services

- We own and have available top-of-the-line equipment, continuously updated and maintained by our own in-house servicing department.
- Our knowledge and sensitivity to safety is displayed in the placement of equipment and extra care in keeping walk spaces clear of obstructions, wires and cables. We are sensitive to lines of sight, lighting levels, sound levels and speaker placements to provide a good experience to all attendees.
- I have created and maintained a scheduling process via emailed service requests from the sales and scheduling personnel, which are augmented with cell service directly to me via phone or text up and down the line of service providers there at the center. I create the work orders from the emailed service requests, have a center representative sign for the actual delivery, and then subsequently make that into an invoice for each function submitted via email to the center for the beginning of the accounting process.

The approach is to spend more time just making available information to the sales and scheduling process and processors at the center so as to make the user experience for the customers more productive and accurate so when the day and hour of their function arrives, we as a team have married the confidence and expectations of the customer in the center and its various services into attainable results. Clients with larger functions also have been coordinating directly with me throughout the process of planning (technical and logistical), preparation, and on-site walk-throughs and meetings, all while developing an overall plan which turns their ideas and needs into reality while meeting their budgets.

I have been working with the City of Carson since 1992 over the span of my career including time with what is now a competing business entity, and have now been the primary source for Audio Visual Services at the Carson Community and Meetings Center for the last year and a half. I have provided far more intensely personal and flexible service in this last year and a half than has been possible in the many years prior. We are a production company with a much newer and wider array of equipment and services relating to much larger events than in my prior experience. I have enjoyed the close relationships developed and recent new associates brought on board by Mr. Victor Fernandez.



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Don's Audio Visual Services

I look forward to further expanding the customer base, as well as bringing in more revenue to the City of Carson by developing relationships with new and returning customers, both large and small, giving consistent high levels of service with outstanding value pricing resulting in rising customer satisfaction ratings. As the city upgrades all around us, so should the services at the Center!

*Donald A Sprague*

Signature

Donald A Sprague  
Owner / Operator & Account Manager  
Cell: 310-629-6052  
dsprague57@gmail.com

Don's Audio Visual Services dba. DAVS  
21901 Grant Avenue  
Torrance, CA 90503  
Business: 310-629-6052



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.4 - Project Team**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Project Team Resume** as follows:

We have extensive large function experience behind our front interface, and the ability to not only do an outstanding job at the scheduling and handling of all of the small day to day requirements which include the last minute changes and rush orders that occur from time to time, but can ramp up to deal with the more involved and larger functions. We have a large stable of human resources for larger functions and requirements and therefore are capable of almost anything that could be requested and keep the project all in house and therefore retain more revenue for the city.

Name and Title:

Donald Sprague, General Manager

### **Location and Contact Information:**

Main Office, Torrance  
Don's Audio Visual Services dba. DAVS Headquarters  
21901 Grant Avenue  
Torrance, CA 90503  
Office: (310) 629-6052  
Cell: (310) 629-6052  
Email: [dsprague57@gmail.com](mailto:dsprague57@gmail.com)



### **Responsibilities:**



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Don's Audio Visual Services

- Overall control of management of DAVS Business Development, Operations, Scheduling of Personnel and Equipments Assets, and Billing
- Propose, Price, and Approve all proposed pricing and show requirements

### **Experience:**

- 5 Years as Owner / Operator of DAVS which includes the present contract for AV Services at the Community Center
- 2 years with Broadcast Support, Inc. dba 5x5AV as the Corporate Accounts and Business Development Manager
- Over 29 years experience as the General Manager of State of the Art AV Equipment
- 3 years with North American Rockwell International as Manufacturing Production Scheduler in the Industrial Engineering Department
- Retired Air National Guard (USAF), with 22 years as: Air Crew, Ground Systems, and Top Three Supervisory experience

### **Education:**

- Associates in General Studies, College of the Air Force

### **Advanced Training and Capabilities:**

- ICIA AV Management Extension Course
- Multiple Military related advanced certifications including Supervisory and Management Training





Don's Audio Visual Services

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## **Section 8.5 - Experience**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Experience** as follows:

The Present Open Purchase Order for the Carson Community Center since July of 2017.



Don's Audio Visual Services

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## **Section 8.6 - References**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required List of References follows:

### **LIST OF REFERENCES**

<b>REFERENCE</b>	<b>CONTACT INFORMATION</b>
<b>Name: Victor Fernandez</b>	<b>Address: 801 E. Carson Street</b>
<b>Title: General Manager</b>	<b>City: Carson</b>
<b>Organization: City Of Carson</b>	<b>State and Zip: CA 90745</b>
<b>Scope of Work: Audio Visual On-site AV Company. Provide Audio Visual Equipment and Service interacting with all City Departments and Clientele.</b>	<b>Telephone: (310) 835-0212</b>
	<b>E-mail: <a href="mailto:vfernandez@Carson.CA.US">vfernandez@Carson.CA.US</a></b>
<b>Name: Vida Dye</b>	<b>Address: 665 N. Harbor Drive</b>
<b>Title: Catering Manager</b>	<b>City: Redondo Beach</b>
<b>Organization: Bluewater Grill</b>	<b>State and Zip: CA 90277</b>
<b>Scope of Work: Provide AV support for all functions</b>	<b>Telephone: (310) 318-3474</b>
	<b>E-mail: <a href="mailto:vdye@bluewatergrill.com">vdye@bluewatergrill.com</a></b>
<b>Name: Angelita Gamboa</b>	<b>Address: 2800 Via Cabrillo Marina</b>
<b>Title: Catering Manager</b>	<b>City: San Pedro</b>



Don's Audio Visual Services

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<b>Organization: Doubletree San Pedro</b>	<b>State and Zip: CA 90731</b>
<b>Scope of Work: Provide Audio Visual Equipment and Service interacting with all Hotel Departments and Clientele.</b>	<b>Telephone: (310) 514-3344</b>
	<b>E-mail:</b> <a href="mailto:Angelita.Gamboa2@hilton.com">Angelita.Gamboa2@hilton.com</a>
<b>Name: Queenetta Potts</b>	<b>Address: 2 Civic Center Drive</b>
<b>Title: Catering Manager</b>	<b>City: Carson</b>
<b>Organization: Doubletree Carson</b>	<b>State and Zip: CA 90745</b>
<b>Scope of Work: Provide Audio Visual Equipment and Service interacting with all Hotel Departments and Clientele.</b>	<b>Telephone: (310) 830-9200</b>
	<b>E-mail:</b> <a href="mailto:queenetta.Potts@hilton.com">queenetta.Potts@hilton.com</a>



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.7 - Conflicts of Interest**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Conflicts of Interest Statement** follows:

No Conflicts of Interest are known to exist from the past, present or future which Don's Audio Visual Services dba. DAVS as a result of performing the work for this project.



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.8 - Exceptions to RFP**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Exceptions to RFP** as follows:

**Section 5 of Division Two Exhibit A** requires (3) similar contracts fulfilled or in-process at the present by DAVS. While the parent company is in regular short term contracts for multiple day engagements or events that happen over a period of time, such as the DoubleTree Carson, DoubleTree San Pedro, Hermosa Beach Beach House, Cheesecake Factory Redondo Beach, and Bluewater Grill respectively, other than the present engagement with the City of Carson Community and Meeting Center for the five years, we have no other directly related similar governmental contracts. However what we do is functionally the same and requires the same expertise and equipment support. I have also been the General Manager of this same contract at the Carson Community Center for over 20 years prior to coming to DAVS. I feel that the production company level of experience and equipment inventory far outstrips where I was before. Our capacity for larger functions combined with my logistical experience and ability to be value added to the employees and customers of the Carson Community Center should be calculated in to the final decision.

Donald A Sprague  
Owner / Operator & Account Manager  
Cell: 310-629-6052  
dsprague57@gmail.com

Don's Audio Visual Services dba. DAVS  
21901 Grant Avenue  
Torrance, CA 90503  
Business: 310-629-6052



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.9 - Addenda to RFP**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Addenda to the RFP** as follows:

Don's Audio Visual Services dba. DAVS has received all addenda

Addendum No. 1 posted on September 12, 2024



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.10 - Compensation Schedule**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required **Compensation Schedule** as follows:

### **Section 8.10.a - Proposed Fee Schedule**

Reference **Section 6** above for a complete equipment daily rental listing and an order form used presently by the City at present. This includes labor rates as well.

### **Section 8.10.b - Pricing/Reflecting Discounts**

First below is the attached Email Order Form presently used by the Sales and Scheduling crew at the Community Center with the pricing for the end client of redundantly rental equipments. This contract would enact a 30% discount to all equipment rentals. The cost for the contract is dependent entirely on the clients at the center and what and when they order.

We also will be advancing a 30% discount on all equipments rentals to the city and its entities.

### **Section 8.10.c - Price Lists**

Reference **Section 6** above for a complete equipment daily rental listing and an order form used presently by the City at present. This includes labor rates as well.

### **Section 8.10.d - Multiple Percentage Discounting**

Not Applicable





Don's Audio Visual Services

RFP-NO. 24-017

### **Section 8.10.e - Each Service to be priced separately**

All services proposed by Don's Audio Visual Services dba. DAVS are to be priced separately with all ineligible item identified.

### **Section 8.10.f - Equipment to be Purchased by the City**

This proposal does not directly require the City to purchase equipment to accomplish and perform the work for this project.

### **Section 8.11 Additional items**

Not Applicable



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.11.a Federal Lobbyist Requirements Certification**

**City of Carson**  
**Request for Proposal No. 24-017**  
**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required Federal Lobbyist Requirements Certification as follows:

### **FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION**

Name of Firm: **Don's Audio Visual Services dba. DAVS** Date: **12 September 2024**

Address: **21901 Grant Avenue**

State: **California** Zip Code: **90503** Phone No.: **(310) 629-6052**

---

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



RFP-NO. 24-017

Don's Audio Visual Services

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: Donald A. Sprague Title: Owner/Operator

Signature: Donald A Sprague Date: 18 September 2024



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.11.b Insurance Provisions**

**City of Carson  
Request for Proposal No. 24-017  
Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required insurance provisions as follows:

Don's Audio Visual Services dba. DAVS currently maintains comprehensive general liability of \$2,000,000 and automobile insurance for \$1,000,000. The city of Los Angeles is currently named as additional insured on our policy. Our insurance currently names the city of Los Angeles and their officers, employees, agents, elected officials and members of the boards or commissions as additional insured parties. Upon award, we will review all insurance provisions with the city and we will provide a new certificate of insurance to the city of Los Angeles Risk Management with any and all revisions required for approval prior to starting any work.

We currently maintain Worker's Compensation and Employer Liability insurance. Our coverage includes a waiver of subrogation against the city of Los Angeles. Upon notice of award, we will review our insurance with the city and we will furnish the city with an updated certificate with any required changes. We will not cancel or materially change our insurance without a thirty (30) day prior written notice to the city of Los Angeles Risk Management.

Donald A Sprague  
Owner / Operator & Account Manager  
Cell: 310-629-6052  
dsprague57@gmail.com

Don's Audio Visual Services dba. DAVS  
21901 Grant Avenue  
Torrance, CA 90503  
Business: 310-629-6052



Don's Audio Visual Services

RFP-NO. 24-017

## **Section 8.11.c Labor Code 3700 Compliance Certification**

**City of Carson**

**Request for Proposal No. 24-017**

**Audio Visual Services Contractor**

Attn: Purchasing Manager,

In accordance with your request for proposal for the rental of various audio visual, lighting and sound equipment, and technical services, as described by City of Carson Request for Proposal No. 24-017 and the attached document, we are pleased to offer the City of Carson the required Compliance with Labor Code 3700 Certification as follows:

### **CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700**

Name of Firm: Don's Audio Visual Services dba. DAVS

Acting on behalf of the above-named firm Don's Audio Visual Services dba. DAVS, as its Authorized Official, I, the undersigned, certify as follows:

Don's Audio Visual Services dba. DAVS is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Don's Audio Visual Services dba. DAVS's proposal.

Don's Audio Visual Services dba. DAVS

By: Donald A Sprague

Title: Owner/Operator

Date: 18 September 2024



Don's Audio Visual Services

RFP-NO. 24-017

Thank you for the opportunity bid to continue to supply services  
to the City of Carson.

*Donald A Sprague*

Donald A Sprague

Owner/Operator & Account Manager

Cell: 310-629-6052

dsprague57@gmail.com

Don's Audio Visual Services dba. DAVS

21901 Grant Avenue

Torrance, CA 90503

Business: 310-629-6052

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**DONALD ALAN SPRAGUE, DBA DON'S AUDIO VISUAL SERVICES**



**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
DONALD ALAN SPRAGUE, DBA DON'S AUDIO VISUAL SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective the 31st day of December, 2024, by and between the CITY OF CARSON, a California municipal corporation ("City") and DONALD ALAN SPRAGUE, DBA DON'S AUDIO VISUAL SERVICES, a sole proprietorship ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

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

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

## 1.2 Consultant’s Proposal.

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

## 1.3 Compliance with Law.

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

## 1.4 Licenses, Permits, Fees and Assessments.

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

## 1.5 Familiarity with Work.

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

## 1.6 Care of Work.

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

### 1.7 Further Responsibilities of Parties.

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

### 1.8 Additional Services.

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

### 1.9 Special Requirements.

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

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation for the initial three-year Term of this Agreement set forth in Section 3.4, including reimbursement for actual expenses, shall not exceed **Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event the City exercises one or both of its options to extend the Term for the Extension Term(s) pursuant to Section 3.4, the compensation for each Extension Term shall not exceed **Seventy-Five Thousand Dollars (\$75,000.00)**.

## 2.2 Method of Compensation.

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

## 2.3 Reimbursable Expenses.

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

## 2.4 Invoices.

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

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

## 2.5 Waiver.

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

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Time of Essence.

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

### 3.2 Schedule of Performance.

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

### 3.3 Force Majeure.

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

### 3.4 Term.

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

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Consultant.

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

<u>Donald Alan Sprague</u>	<u>Owner</u>
(Name)	(Title)

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

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

#### 4.2 Status of Consultant.

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

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

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

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

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

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

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

#### 7.8 Termination for Default of Consultant.

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

#### 7.9 Attorneys' Fees.

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

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

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

#### 8.2 Conflict of Interest.

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

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

#### 8.3 Covenant Against Discrimination.

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



#### 8.4 Unauthorized Aliens.

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

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Notices.

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

#### 9.2 Interpretation.

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

#### 9.3 Counterparts.

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

#### 9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials \_\_\_\_\_

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

DONALD ALAN SPRAGUE, DBA DON'S  
AUDIO VISUAL SERVICES, a sole proprietorship

By: \_\_\_\_\_

Name:

Title:

Address: 21901 Grant Avenue  
Torrance, CA 90503

Date: \_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 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.

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

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

- A.** Rental of audio, visual, sound, lighting, effects & atmosphere, stage and riser, and backline equipment, as detailed in Exhibit "C," for City events, functions, and activities, including private events booked by patrons at the City's Community Center, also known as the Carson Event Center ("Event Center").
1. The City anticipates requesting the on-call services primarily for events and functions held by patrons at the Event Center pursuant to facility use bookings/reservations made by the patrons with City approval/permits. When the patron requests rental of equipment or services that are within the Scope of Services of this Agreement in connection with an Event Center event or function booked by the patron, then if the City elects to utilize Consultant's on-call services to fulfill the request, the Contract Officer will make a request to Consultant and Consultant will provide the City with a Task Proposal pursuant to Section II.A-B below, and then City, if it sees fit to approve the Task Proposal, will charge the patron for the stated cost of the Consultant's equipment and/or services. After the event has been completed, Consultant will invoice the City for the equipment and/or services stated in the approved Task Proposal and the City will then make payment to Consultant in accordance with Section 2.4 (Invoices).
  2. The City may also request on-call services from Consultant for City events, functions and/or activities, independent of any patron Event Center booking.
- B.** Unless otherwise directed by the Contract Officer, Consultant shall perform the following services associated with the rental of its equipment for each event, function or activity pursuant to this Agreement, and the stated equipment rental rates in Section I of Exhibit "C" shall include such services:
1. Setting up and testing the pre-ordered equipment commencing at least one hour prior to the event;
  2. Take-down (including disassembly and disconnection, with all other equipment and systems returned to the condition existing prior to the event) of the equipment, to completed within one hour after the event; and
  3. Consultant's technician being present during set-up, and thereafter as requested by the Contract Officer until take-down is completed, to explain the use of the equipment and provide the required cabling to make the system work with the City and/or the Event Center patrons and their own equipment.

- C. Consultant shall provide all technical services incidental to the City's rental and use of equipment pursuant to subsection (B) of this Section I, including setup, testing and takedown of all equipment rented, at no extra charge, in that the costs of such technical services are included in the applicable rental rates set forth in Section I of Exhibit C. Additional costs shall only be charged for special requests for labor of a different nature that is beyond the labor that is merely incidental or necessary to the equipment rental and use (including routine setup, testing, and takedown), and such special labor shall be performed at the labor rates specified in Section II of Exhibit C. However, the labor that may be authorized pursuant to this paragraph is limited to labor related to provision of technical services in connection with a given event, function or activity, and shall not include any permanent installation work.

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

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; an explanation of how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceed the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

**III. 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. Donald Sprague, Owner/Operator/General Manager
- B. Subcontracted Technician as needed (subject to City approval per Section 4.5)

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

(added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~)

**I. Section 3.4 (Term) is amended as follows:**

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’) (“***Term***”). ***The City may, at its sole discretion, elect to extend the Term by up to two (2) years, in one (1) year increments (each, an “Extension Term”), at the same rates of compensation set forth in the Schedule of Compensation (Exhibit ‘C’), by providing Consultant a written notice of such election no less than thirty (30) days prior to the expiration of the Term or then-applicable Extension Term.***”



**EXHIBIT “C”**  
**SCHEDULE OF COMPENSATION**

- I. The daily equipment rental rates (including all associated services as described in Section I of Exhibit “A”) for all available rental equipment are as follows, less an automatic 30% discount on all rentals of equipment listed below except for the equipment listed under the heading “Stage and Riser Listings”:

<b>VIDEO LISTINGS</b>	
<b>Flat Screen Displays</b>	
50" Samsung	150
65" Samsung Flat Screen Display	250
70" LCD Flat Screen Display Vizio E701i 1080P 1920 x 1080. Remote and IEC Cable	250
70" LED 240mhz 1080p. Vizio E70-C3	250
24" Truss Base Plate with 8' Truss and Clamp. 54 lbs	\$100
Epson EX11000 4800 Lumens HD DLP Laser Video Projector with Case, IEC Cable, Remote	200
Proxima C520 5500 Lumens Projector. Lens: 1.5 to 2.3 with Carry Case, Remote & IEC Cable	\$200
Blackmagic ATEM Mini Pro Video Switcher	300
Blackmagic ATEM Mini Pro SDI Video Switcher	400
Blackmagic ATEM Extreme Pro Video Switcher	450
HDMI or SDI Video Distribution Amplifier and Cables	150
Fomako PTZ Camera with Professional Tripod	250
Fomako PTZ Controller for Multiple Cameras	200
Hollyworld HDMI Wireless Extender	125
CD/DVD/Blu-Ray Player	\$40
<b>Da-Lite Screens</b>	
7' Or 8' Tripod Video Screen with Black Skirt 48" Tall	\$50
10' Roll-up or Cradle Screen	100

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Projecto-Stand Da-Lite Safe-Lock	\$20
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AUDIO LISTINGS	
Speakers	

QSC K8.2 Powered Speaker with carry bag & IEC Cable. 2000 watt. 127 db	\$85
QSC K10 Powered Speaker with carry bag & IEC Cable. 2000 watt. 129 db	\$95
QSC K12 Powered Speaker with carry bag & IEC Cable. 2000 watt. 131 db	\$105
QSC K-Sub 1000 Watt Compact Subwoofer with padded cover and IEC Cable. 1000 watt. 130 db	\$150
QSC KW122 Powered Speaker with carry bag & IEC Cable. 1000 watt. 131 db	\$150
QSC KW181 Powered Subwoofer with Cover & IEC Cable. 1000 watt. 131 db	\$180
USS Tripod Speaker Stand Max Height 6', 7"	\$20
USS Tripod Speaker Stand Max Height 9', 2"	\$25

Headphones	
Bose Studio Headphones	\$20

Audio Mixing Boards	
QSC Digital 16 Mixing Console	\$250
Behringer X32 Compact Digital Mixing Console	\$450

Behringer X32 Stage Box with 100 Cat 5E Cable	\$200
Soundcraft Analog. 32 Channel Mixing Console	\$350
Soundcraft EPM6 Mixer 6 Mic Pre, 2 Stereo Inputs. Case and IEC.	\$100
XLR Mic Snake Analog 12 Channel M - F	\$125

Wired Microphones	
Shure SM57 Instrument Mic w/clip and pouch	\$70

Shure SM58 Legendary Vocal Mic w/clip and pouch	\$70
Shure SM 81 Instrument Microphone w/clip & Pouch	\$75
Shure SM 87 Vocal Mic, Sensitive Tailored Response. With Pouch & Clip	\$50
Shure 55SH Series 2 Iconic Uniodyne Vocal Microphone	\$75
Shure BETA52A Kick Drum Microphone with Pouch	\$75
Shure BETA56A Compact Drum Microphone with Pouch	\$75
Shure BETA57A Instrument Microphone with Pouch & Clip	\$100
Shure Nexadyne 8/C cardioid Pattern Extremely Smooth Vocal Microphone	\$100
Shure Nexadyne 8/S Cardioid polar pattern Extremely Smooth Vocal Microphone	\$100
Shure Beta 58A Vocal Microphone with Pouch & Clip	\$70
Shure Beta 91A Half-Cardioid "plate" Condenser Drum for Mic Kick Drum, Piano and floor use. With Pouch.	\$80
Shure Beta 98 Miniature Cardioid Drum Microphone. Drum Mount incl.	\$80
Shure BHR440 Combo Microphone and Dual-Sided Headphone for Broadcast and intercom applications. XLR and 1/4"	\$80
Shure WL 183,184,185 Lav Mic	\$50
Shure WL 93 Lav Mic	\$70
Shure WCM 16 Headworn Mic	\$80

Mogan Earset mic wired for Shure Body Packs	\$60
<b>Stands</b>	
Table Top Mic Stand	\$5
Floor Mic Stand Solid Base	\$10
Floor Mic Stand Tripod Base	\$10
Floor Mic Stand Tripod Base, with boom arm	\$10
Floor Mic Stand with Short Boom	\$10
<b>Problem Solvers</b>	
Whirlwind XLR 1 x 6 Signal Splitter	\$10

Jensen Audio Isolation transformer, XLR in/out	\$12
DBX DB12 Active Direct Box (requires phantom power)	\$16
DBX DB10 Passive Direct Box	\$10
Radial Direct Box PRO48 Active	\$20
Radial PRO D1 Direct Box	\$20
Radial PRO D2 Stereo Direct Box	\$30
Radial PRO AV1 Stereo to Mono Summing Direct Box	\$30

<b>WIRELESS MICROPHONE SYSTEMS</b>	
Shure UHF-SLXD DIGITAL Wireless Mic Kit with 58 or bodypack transmitter	85
Shure UHF-SLXP Wireless Mic Kit with 58 or bodypack transmitter	85

<b>STAGE AND RISER LISTINGS</b>	
<b>iStage 90 lbs PSF</b>	
4' x 4' Stage Deck with Grey Carpet Top	75
4' x 4' deck with Carpet Top, 1/4 round.	75
8" Riser for 4' x 4' Stage Deck	50
16" Riser for 4' x 4' Stage Deck	50
24" Riser for 4' x 4' Stage Deck	50
32" Riser for 4' x 4' Stage Deck	50
Stair set, 2 Steps (8" and 16"), 4' wide	150
Stair set, 3 Steps (8", 16" & 24"), 4' wide &	150

As noted above, all listed equipment rentals except for the "Stage and Riser Listings" are subject to an automatic 30% discount off the listed rental rates. As an example, "50" Samsung" is listed under "Video Listings" at a rental rate of \$150; after application of the 30% discount, the actual rental rate is \$105, calculated as follows:  $\$150 \times 0.3 = \$45$ ;  $\$150 - \$45 = \$105$ .

Additional lighting and effects & atmosphere equipment items not listed above may be made available for rental in response to a given Task Proposal, subject to availability and at a negotiated rate approved by the Contract Officer.

- II. The hourly labor rates for services pursuant to Section I.C of Exhibit "A" are as follows:**

<b>LABOR LISTINGS</b>	
	<b>Per Hour</b>
<b>In House</b>	
Casual Labor	\$75
Diagnose, Repair, Assemble equipment.	\$75
Edit music and/or Video. Media transfer	\$150
Consulting	\$150
<b>In field 6:00 AM to 11:59 PM M-F, non-holiday</b>	
Casual Labor	\$75
Audio, Lighting or Video Technician A2	\$75
Audio, Lighting or Video Technician Supervisor	\$160
Rigger	\$125
<b>In field 12:00 AM to 5:59 AM or Sunday or Holiday</b>	
Casual Labor	\$125
Audio, Lighting or Video Technician A2	\$120
Audio, Lighting or Video Technician Supervisor	\$250
Rigger	\$200

- III. 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.**
- IV. 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 equipment rented, and the applicable rental rate or 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.
- V. The total compensation for the Services shall not exceed \$225,000 for the initial three-year Term as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

- I. Consultant shall be available to perform the services on an on-call basis seven (7) days a week, between the hours of 6:00 a.m. to 12:00 a.m., as necessary to accommodate both scheduled and last-minute events, including responding to last-minute event requests and providing equipment and personnel within an hour if needed. Consultant shall perform all services timely in accordance with the applicable approved Task Proposal.**
- 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, November 19, 2024, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: **\*\*REVISED\*\*** CONSIDER ADOPTING RESOLUTION NO. 24-103, AMENDING THE JOB SPECIFICATIONS FOR THE ASSISTANT TO THE CITY MANAGER POSITION (CITY COUNCIL)

### I. SUMMARY

On November 6, 2024, a joint review was conducted by AFSCME Local 1017 in collaboration with Human Resources (HR) staff to assess the current classification specification for the following position, Assistant to the City Manager. The primary objective of the review was to ensure that this classification accurately reflect the evolving responsibilities, organizational needs, and strategic priorities of the City.

The review identified that the current job classification for this positions no longer fully aligns with the expanded scope of duties, increasing complexity of tasks, and changing priorities within the City's operational and strategic framework. As a result, updates to the classifications are recommended to better reflect the roles and responsibilities of the Assistant to the City Manager position.

### II. RECOMMENDATION

WAIVE further reading and ADOPT the following Resolution No. 24-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION OF THE ASSISTANT TO THE CITY MANAGER."

### III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

### IV. BACKGROUND

In accordance with the City's Municipal Code, classification specifications must be approved by the City Council in order to establish the job title, essential job duties, knowledge, skills and abilities, and qualification guidelines that are required for each position. Therefore, an update to the Assistant City Manager job specifications is being presented to the City Council for approval and adoption.

#### 11/19/24 Revision

**Job Classification description revised to omit specific work group supervision. AFCSME 1017 has reviewed the proposed revisions and is in agreement with these adjustments. Updated exhibit No. 3 attached.**

### V. FISCAL IMPACT

There is no fiscal impact from the proposed resolution as this position was already approved in the adopted Fiscal Year 2024-25 operating budget.

## **VI. EXHIBITS**

1. Resolution No. 24-103; Assistant to the City Manager
2. **Original** Assistant to the City Manager Classification Specification
3. **Revised** Assistant to the City Manager Classification Specification

### **Attachments**

[EXHIBIT NO. 1-Reso No 24-103; Assistant to the City Manager](#)

[EXHIBIT NO. 2-Assistant to the City Manager Classification Specification](#)

[EXHIBIT NO. 3 REVISED Assistant City Manager JD 11.18.24.pdf](#)



**EXHIBIT 1**

**RESOLUTION NO. 24-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 20-063, BY ADOPTING A NEW SALARY FOR ASSISTANT TO THE CITY MANAGER**

**WHEREAS**, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

**WHEREAS**, The Director of Human Resources is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the affected Directors, which becomes effective upon approval by the City Council; and

**WHEREAS**, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 20-063, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

**WHEREAS**, The City has reviewed the needs and services of the City Manager's office and determined that, to improve its services to the City of Carson and efficiency of the City Manager's office, the City of Carson desires to adopt the classification specification of **ASSISTANT TO THE CITY MANAGER** to ensure the service and efficiencies.; and

**WHEREAS**, The Director of Human Resources has consulted with the affected parties and has met and conferred with the representatives of the affected recognized employee organizations pursuant to its obligations under the MMBA, concerning the classification specification for the **ASSISTANT TO THE CITY MANAGER**.

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

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

**SECTION 2.** The updated classification specification for the **ASSISTANT TO THE CITY MANAGER**, reflecting the current job roles and responsibilities.

**SECTION 3.** In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and deem it effective as of November 19th of 2024 the same shall be in force and effect.

**PASSED, APPROVED AND ADOPTED this 19th day of November 2024.**

APPROVED AS TO FORM:

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

ATTEST:

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

STATE OF CALIFORNIA)  
COUNTY OF LOS ANGELES) SS:  
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 24-103, was passed and approved by the City Council of the City of Carson at its meeting held on November 19, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

By: \_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

## EXHIBIT NO. 2

CITY OF CARSON  
Class Specification

City Council Reso. No:  
Bargaining Unit: AFSCME 1017  
FLSA: Exempt

### **ASSISTANT TO THE CITY MANAGER**

#### **Job Summary:**

Under general direction of the City Manager, the position performs executive level work and provides managerial support to the City Manager, by managing a variety of critical and/or sensitive matters, providing nuanced and advanced research, analysis, and reports, monitoring of legislative and other intergovernmental activities and acting as a liaison between the City Manager's office, external entities, and the public to achieve successful results in support of the City's mission, goals, policies and objectives.

#### **Essential Duties and Responsibilities:**

These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments. This position assists the City Manager in the strategic and day-to-day management of the City and supervisory duties through the following responsibilities:

1. Plans, organizes, and coordinates the activities of assigned functions, staff, programs, and projects.
2. Exercises direction, supervision, training, coaching, evaluation, safety, and support for employees.
3. Serves as project manager for designated projects both within the City Manager's Office and involving multiple departments or divisions.
4. Develops strategies and programs for implementing the City's goals and objectives.
5. Participates with City Manager in framing the City's vision and strategies for accomplishing organizational initiatives; advocates City, Federal, State, and regional cooperation where opportunities exist to further the City's and region's goals.
6. Works closely with the City Manager, Assistant City Manager, Deputy City Manager, and Department Directors on matters pertaining to assigned functions, programs, and projects.
7. Conducts major analytical and research assignments, and develops recommendations related to a variety of administrative and operational issues with citywide impact.
8. Assists City Manager with certain assigned duties of the office, including support to the City Council as appropriate, and participates with departments in accomplishment of activities necessary for City operations.
9. Advises the City Manager of administrative details relative to day-to-day functions of City government that are used as a basis for action by the City Manager, or for recommended actions to be taken by the City Council.
10. May be assigned to monitor departmental activities.
11. Consults with legal counsel regarding potential legal matters; compiles and prepares data at the request of legal counsel.
12. Develops and/or assists in the development of strategies to accomplish City goals and objectives, including assisting other departments to address special issues and special projects as assigned.
13. Provides guidance to City departments according to the directives of the City Manager; coordinates activities of other departments and outside agencies.
14. Directs and participates in the preparation of various documents, including but not limited to correspondence, reports, resolutions, ordinances, contracts, and presentation materials.
15. Researches, prepares, and presents oral and written reports to the public, the City Council, Commissions, Committees, and Boards, and responds to resident inquiries.

16. Monitors, analyzes, and evaluates legislation and other intergovernmental activities impacting the City; prepares and/or coordinates appropriate responses to legislation impacting City operations and/or the community at large.
17. Represents the City Manager's Office at internal and external meetings, including conferences and interagency events. Maintains effective and extensive professional relationships with representatives of other local, state, and federal agencies to advance the legislative objectives of the City.
18. Assists in the oversight and preparation of the City Council Agenda and support material; attends meetings of various Commissions and groups as assigned by the City Manager. Reviews City department items submitted for the City Council agenda.
19. Prepares and writes public information material.
20. Writes procedural manuals or instructions.
21. Writes RFPs and/or RFQs for programs or professional services and oversees the procurement of materials and services as assigned. Performs contract compliance administration.
22. Provides oversight and input on the process of pursuing and securing various grant funding for the City.
23. Completes evaluations, PAFs, and perform supervisory duties as needed for City Council Aides, Housing Division, and Public Information Office (PIO).
24. Performs related duties as required.

**Qualification Guidelines:**

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

**Education and/or Experience:**

Bachelor's degree in an occupationally related field and four (4) years full-time paid experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget or personnel including two (2) years in a lead or supervisory capacity. Completion of a Master's degree program is preferred. Experience and/or education in a related field may be substituted on a year for year basis.

**Knowledge of:**

- Principles and practices of municipal government administration, including goal setting, program development, implementation and evaluation
- Municipal governance structure, practices and policies
- Pertinent Federal, State, and local laws, codes, and regulations
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs
- Public agency budgetary, contract administration, and City-wide administrative practices
- State and federal constitutional and statutory provisions relating to municipalities
- Methods and techniques of research, analysis, and statistical and analytical report preparation
- Methods and techniques of contract negotiation and administration
- Customer service and public relations
- English usage, spelling and grammar; principles of public speaking

**Skill and/or Ability to:**

- Develop alternative resolutions to problems and recommend a balanced use of strategic and administrative approaches in resolving issues.
  - Analyze, appraise, and organize facts, data, and information and present findings and recommendations in oral and written reports.
  - Manage a variety of complex and challenging projects simultaneously to completion

- Exercise judgment, initiative, decisiveness, and creativity necessary in situations involving the direction, control and planning of multiple programs, and in critical or unexpected situations involving considerable risk or loss to the City.
- Review, discuss, and advise regarding legislative and policy issues.
- Interact with public officials; work cooperatively with employees, customers, clients, and the public.
- Produce documents written in the English language using proper sentence structure, punctuation, grammar, and spelling.
- Communicate orally in group, face-to-face, and one-on-one settings.

**License:**

Possession of a valid California Class C driver's license. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

**Physical Requirements and Working Conditions:**

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary.
- May be required to use personal vehicle in the course of employment.
- Is subject to inside and outside environmental conditions.
- May be required to attend periodic evening meetings and/or to travel within and out of City boundaries to attend meetings.
- May be required to work evenings or weekends.

## Exhibit 3

CITY OF CARSON  
Class Specification

City Council Reso. No: 24-103  
Bargaining Unit: AFSCME 1017  
FLSA: Exempt

### **ASSISTANT TO THE CITY MANAGER**

#### **Job Summary:**

Under general direction of the City Manager, the position performs executive level work and provides managerial support to the City Manager, by managing a variety of critical and/or sensitive matters, providing nuanced and advanced research, analysis, and reports, monitoring of legislative and other intergovernmental activities and acting as a liaison between the City Manager's office, external entities, and the public to achieve successful results in support of the City's mission, goals, policies and objectives.

#### **Essential Duties and Responsibilities:**

These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments. This position assists the City Manager in the strategic and day-to-day management of the City and supervisory duties through the following responsibilities:

1. Plans, organizes, and coordinates the activities of assigned functions, staff, programs, and projects.
2. Exercises direct supervision of subordinate staff, excluding individuals classified as managers. This includes assigning and reviewing work, conducting performance evaluations, providing guidance, and training, and initiating disciplinary actions when necessary. The employee will oversee non-managerial personnel to ensure compliance with policies, procedures and departmental objectives.
3. Serves as project manager for designated projects both within the City Manager's Office and involving multiple departments or divisions.
4. Develops strategies and programs for implementing the City's goals and objectives.
5. Participates with City Manager in framing the City's vision and strategies for accomplishing organizational initiatives; advocates City, Federal, State, and regional cooperation where opportunities exist to further the City's and region's goals.
6. Works closely with the City Manager, Assistant City Manager, Deputy City Manager, and Department Directors on matters pertaining to assigned functions, programs, and projects.
7. Conducts major analytical and research assignments, and develops recommendations related to a variety of administrative and operational issues with citywide impact.
8. Assists City Manager with certain assigned duties of the office, including support to the City Council as appropriate, and participates with departments in accomplishment of activities necessary for City operations.
9. Advises the City Manager of administrative details relative to day-to-day functions of City government that are used as a basis for action by the City Manager, or for recommended actions to be taken by the City Council.
10. May be assigned to monitor departmental activities.
11. Consults with legal counsel regarding potential legal matters; compiles and prepares data at the request of legal counsel.
12. Develops and/or assists in the development of strategies to accomplish City goals and objectives, including assisting other departments to address special issues and special projects as assigned.

13. Provides guidance to City departments according to the directives of the City Manager; coordinates activities of other departments and outside agencies.
14. Directs and participates in the preparation of various documents, including but not limited to correspondence, reports, resolutions, ordinances, contracts, and presentation materials.
15. Researches, prepares, and presents oral and written reports to the public, the City Council, Commissions, Committees, and Boards, and responds to resident inquiries.
16. Monitors, analyzes, and evaluates legislation and other intergovernmental activities impacting the City; prepares and/or coordinates appropriate responses to legislation impacting City operations and/or the community at large.
17. Represents the City Manager's Office at internal and external meetings, including conferences and interagency events. Maintains effective and extensive professional relationships with representatives of other local, state, and federal agencies to advance the legislative objectives of the City.
18. Assists in the oversight and preparation of the City Council Agenda and support material; attends meetings of various Commissions and groups as assigned by the City Manager. Reviews City department items submitted for the City Council agenda.
19. Prepares and writes public information material.
20. Writes procedural manuals or instructions.
21. Writes RFPs and/or RFQs for programs or professional services and oversees the procurement of materials and services as assigned. Performs contract compliance administration.
22. Provides oversight and input on the process of pursuing and securing various grant funding for the City.
- ~~23. Completes evaluations, PAFs, and perform supervisory duties as needed for City Council Aides, Housing Division, and Public Information Office (PIO).~~
24. Performs related duties as required.

#### **Qualification Guidelines:**

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

#### **Education and/or Experience:**

Bachelor's degree in an occupationally related field and four (4) years full-time paid experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget or personnel including two (2) years in a lead or supervisory capacity. Completion of a Master's degree program is preferred. Experience and/or education in a related field may be substituted on a year for year basis.

#### **Knowledge of:**

- Principles and practices of municipal government administration, including goal setting, program development, implementation and evaluation
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- Customer service and public relations

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- Develop alternative resolutions to problems and recommend a balanced use of strategic and administrative approaches in resolving issues.
- Analyze, appraise, and organize facts, data, and information and present findings and recommendations in oral and written reports.
- Manage a variety of complex and challenging projects simultaneously to completion
- Exercise judgment, initiative, decisiveness, and creativity necessary in situations involving the direction, control and planning of multiple programs, and in critical or unexpected situations involving considerable risk or loss to the City.
- Review, discuss, and advise regarding legislative and policy issues.
- Interact with public officials; work cooperatively with employees, customers, clients, and the public.
- Produce documents written in the English language using proper sentence structure, punctuation, grammar, and spelling.
- Communicate orally in group, face-to-face, and one-on-one settings.

**License:**

Possession of a valid California Class C driver's license. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

**Physical Requirements and Working Conditions:**

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary.
- May be required to use personal vehicle in the course of employment.
- Is subject to inside and outside environmental conditions.
- May be required to attend periodic evening meetings and/or to travel within and out of City boundaries to attend meetings.
- May be required to work evenings or weekends.





File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: **\*\*REVISED\*\* CONSIDER APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE TERM OF THE MAINTENANCE CONTRACT WITH LOS ANGELES COUNTY CONSERVATION CORPS, FOR WEED ABATEMENT, REMOVAL OF MISCELLANEOUS DEBRIS, WITHIN THE CITY'S RIGHT OF WAY (CITY COUNCIL)**

### **I. SUMMARY**

On October 3, 2023, the City Council awarded a one year Maintenance Contract to Los Angeles County Conservation Corps for provision of weed abatement, removal of discarded items and removal of miscellaneous debris within the City's public right of way. The contract is for one year for a total contract sum of \$433,379.89, with a City option to extend the term by two additional one-year terms at \$433,379.89 per extension term. The award was made in response to IFB No. 23-17.

Staff is submitting Amendment 1 (Exhibit 1) to this maintenance contract, to extend the term of the Agreement by one year ending November 20, 2025, for an additional \$433,379.89 which will bring the total not to exceed compensation to \$866,759.78.

### **II. RECOMMENDATION**

1. APPROVE Amendment No. 1 to the Agreement for Contract Services by and between the City of Carson and Los Angeles County Conservation Corps to extend the term of the agreement by one year and increase the contract sum by \$433,379.89 such that the total cost of the Contract Agreement does not exceed \$866,759.78.
2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

### **III. ALTERNATIVES**

1. DO NOT APPROVE Amendment No. 1 to the Agreement for Contract Services.
2. DO NOT APPROVE the extension of the service contract.
3. TAKE another ACTION the City Council deems appropriate, consistent with the requirements of the law.

### **IV. BACKGROUND**

One of the functions of the Department of Public Works is to address overgrown vegetation, illegal dumping and miscellaneous debris within the City's public right of way. Public Works controls weed growth with application of weed control solution followed by its removal. Miscellaneous debris that has gathered at various areas such as tree wells, medians, sidewalks and roadways are picked up as part of the City's various ROW maintenance programs. The department is also tasked with addressing similar issues within areas that are part of the California Department of Transportation (Caltrans) right of way. The City's Public Works Department is not sufficiently staffed to be able to work simultaneously within the City's public right of way and address the maintenance needs within Caltrans' right of way. For that reason Los Angeles County Conservation Corps supplements the efforts by providing an expertise of addressing the maintenance concerns the Caltrans jurisdictions.

To address these concerns, staff solicited competitive bids from qualified contractors to maintain and perform weed abatement, litter, debris and graffiti removal services within the City's right of way including Caltrans right-of-way (i.e. Freeway over/under passes, freeway on/off ramps etc.) The City released IFB No. 23-17 which was advertised on PlanetBids from August 10, 2023 to August 31, 2023. Eight bids were received and were opened by the Purchasing Division Manager at the City Clerk's office on August 31, 2023. Los Angeles Conservation Corp was determined to be the lowest, responsive and responsible bidder and was awarded the contract by City Council on October 3, 2023. The contract is for one year for a total contract sum of \$433,379.89, with a City option to extend the term by two additional one-year terms at \$433,379.89 for each extension term.

Staff recommends that the City Council approve proposed Amendment No. 1 to extend the term of the Agreement by one year to November 20, 2025, to allow for the contractor to continue to provide the necessary services within the City's public right of way for an additional not to exceed cost of \$433,379.89. The total adjusted contract sum will be \$866,759.78.

#### **11/19/24 Revision**

**Agenda packet cover sheet "recommendations" was corrected to match the previously published staff report recommendations. No other material revisions were made.**

#### **V. FISCAL IMPACT**

Although the proposed amendment is for a full calendar year, the one year period crosses over two City fiscal years. As such, one full year of funding for this contract is budgeted as follows: \$300,000 in FY 2024/25 and the remainder to be budged in FY 2025-26 in the amount of \$134,000; via account number 101-80-840-281-6004.

#### **VI. EXHIBITS**

1. Los Angeles County Conservation Corps Amendment No. 1

#### **Attachments**

[Exhibit 1 LA Conservation Corp Amendment 1.pdf](#)

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and LOS ANGELES CONSERVATION CORPS, INC., a California nonprofit corporation (“Consultant”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 21, 2023 (“Agreement”) whereby Consultant agreed to provide mowing, weed abatement, site clean-up, graffiti abatement, trash and debris removal, and basic tree well maintenance services (“Services”) for one (1) year for a total contract sum of \$433,379.89, with a City option to extend the Term by two (2) additional one-year terms.

B. The City and Consultant now desire to amend the Agreement to (1) extend the Term of the Agreement for an additional year consistent with the City Council’s original approval, and (2) increase the compensation by \$433,379.89 to cover the costs of the Services for the next year, for a total adjusted not-to-exceed contract sum of \$866,759.78.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

**A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:**

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Eight Four Hundred Sixty Six Thirty Three Thousand Seven Three Hundred Fifty Seventy Nine Dollars and Seventy Eight Eighty Nine Cents (\$866,759.78)***~~\$433,379.89~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by ~~an annual~~ not to exceed amount of ***\$433,379.89*** for ~~each~~ ***the*** Extension Term, consistent with Exhibit “C.””

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

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~two one~~ (21) 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 ~~one two~~ (12) additional one-year terms (~~each, an~~ “Extension Term”). The not to exceed compensation for Services performed during ~~the each~~ Extension Term shall be consistent with the annual prices listed in Exhibit “C.””

**C. Subsection IV. of Exhibit C (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

**“IV. The total compensation for the Services shall not exceed \$866,759.78~~\$433,379.89~~ as provided in Section 2.1 of this Agreement.”**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this 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.

6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**CONSULTANT:**

LOS ANGELES CONSERVATION CORPS, INC.,  
a California nonprofit corporation

By:\_\_\_\_\_  
Name: Wendy Butts  
Title: CEO

By:\_\_\_\_\_  
Name: Lloyd Wright  
Title: CFO

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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





File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR FIXED-ROUTE BUS SERVICES BY ONE ADDITIONAL YEAR (CITY COUNCIL)

### I. SUMMARY

On September 27, 2021, Long Beach Public Transportation Company ("LBT") entered into a three-year Contract Services Agreement with the City to operate three new bus routes ("Agreement"). The Agreement provides for two optional one-year extension terms that may be exercised upon the parties' mutual consent. Staff approached LBT in April 2024 to exercise the first such extension. As contract rates were also up for negotiation, prolonged deliberations necessitated approval of Amendment No. 1, extending the initial term through December 31, 2024 while preserving the two one-year extension periods. As new rates for the first one-year extension period have since been finalized, staff is now seeking approval of Amendment No. 2 to extend the term of the Agreement by one year, effective January 1, 2025 through December 31, 2025, in exchange for compensation as detailed below.

### II. RECOMMENDATION

1. APPROVE proposed Amendment No. 2 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company (Exhibit No. 1; "Amendment No. 2").
2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

### III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

### IV. BACKGROUND

The City provides fixed-route bus services to its residents and commuters from neighboring cities. On September 27, 2021, Long Beach Transit entered into a three-year agreement with the City to operate three new bus routes (Exhibit No. 2; "Agreement"). Routes 2, 4, and 8 operate every 40 minutes between 5:03 am and 7:20 pm during weekdays, and from 10:18 am and 5:38 pm on Saturdays.

**Route 2** serves areas between California State University Dominguez Hills, SouthBay Pavilion, City Hall, and Carson High School. Its rise in ridership can be attributed to a growing number of students using public transit.

**Route 4** serves the entirety of Carson St. and connects riders with the Metro A (Blue) line light rail station on Santa Fe Ave. and Del Amo Blvd. Ridership on this route is consistently higher than Routes 2 and 8 combined.

**Route 8** serves the entirety of 223<sup>rd</sup> St. and connects riders with Metro's A (Blue) line light rail station on Pacific Pl. and Wardlow Rd. As the area's very first transit connection between west Carson and Long Beach, ridership on this route has also steadily increased over time.

The parties have the option to extend the initial term by two additional one-year terms. Staff engaged LBT in April 2024 to exercise such extensions. As contract rates were also up for negotiation, prolonged deliberations necessitated approval of Amendment No. 1, which extended the initial term through December 31, 2024 at the existing rate of compensation while preserving the two full one-year optional extension periods and maintaining the contract's other terms including its indemnification and insurance protections.

City staff and LBT have recently agreed to a new annual rate of \$2,060,500 effective January 1, 2025, subject to City Council approval of the proposed Amendment No. 2. The new rate reflects an increase of approximately 16.4% over the original rate of \$1,770,000. LBT attributed this increase to rises in labor costs. Should the City Council approve the recommendation, LBT will be compensated in the amount of \$2,060,500 for services rendered from January 1, 2025 through December 31, 2025.

The proposed Amendment No. 2 also includes a provision to the effect that in the unlikely event the City's Proposition A and C funding levels drop by 10% or more for next fiscal year compared to the current fiscal year, the parties will reopen negotiations as to the rate of compensation and service levels for the period of July 1, 2025 through December 31, 2025, and may, but are not obligated to, enter into a further amendment to the Agreement to effectuate a change to same.

Looking ahead, both parties have discussed the possibility of entering into a further amendment for the second option period commencing January 1, 2026 through June 30, 2027 at the same annual rate of \$2,060,500 per year. Both parties have also tentatively agreed to renegotiate this rate and service levels in the event the City's Proposition A and C funding levels drop by 10% or more.

The proposed contract extension is exempt from the competitive bidding requirements of the City's purchasing ordinance per Carson Municipal Code Section 2611(i)(7).

## **V. FISCAL IMPACT**

There is no fiscal impact at this time. Should the City Council approve the recommendation, funds for the first six months (January 1, 2025 – June 30, 2025 in the amount of \$1,030,250) have been budgeted in FY 2024-25 Proposition A and C account nos. 218-90-940-180-6010 and 219-90-940-180-6010.

Funds for the remaining six months (July 1, 2025 – December 31, 2025 in the amount of \$1,030,250) will be budgeted in FY 2025-26 Proposition A and C account nos. 218-90-940-180-6010 and 219-90-940-180-6010.

## **VI. EXHIBITS**

1. (Proposed) Amendment No. 2
2. Agreement
3. Amendment No. 1

## **Attachments**

[Exhibit No. 1 - Amendment No. 2.pdf](#)

[Exhibit No. 2 - LBT Contract.pdf](#)

[Exhibit No. 3 - Amendment No. 1.pdf](#)

**AMENDMENT NO. 2  
TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation (“Long Beach Transit”), is effective as of the 1st day of January, 2025, except as otherwise provided herein. City and Long Beach Transit are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City and Long Beach Transit entered into that certain Agreement for Contract Services dated September 27, 2021 ("Agreement"), whereby Long Beach Transit agreed to provide City with fixed-route public transit bus services as identified in Exhibit “A” (“Scope of Services”) of the Agreement (the “Services”). The Agreement, in Section 2.1, provides for a not-to-exceed Contract Sum of \$5,310,000 for the initial three (3) year term, with annual compensation not to exceed \$1,770,000 for each year of the initial three (3) year term. The Agreement, in Section 3.4, also provides for two subsequent one-year options that may be exercised by a duly approved and executed amendment to the Agreement entered into between the Parties.

B. Effective September 27, 2024, City and Long Beach Transit entered into Amendment No. 1 to the Agreement to extend the term until December 31, 2024, to facilitate continued performance of the Services by Long Beach Transit in exchange for compensation in the amount of \$442,500 for the short-term extension period, and to increase the Contract Sum by \$442,500 to authorize funding for the short-term extension period, thereby increasing the total not-to-exceed Contract Sum to \$5,752,500, with the two subsequent one-year options to extend the term remaining intact, except that the first option period, if exercised, would commence on January 1, 2025, and the second option period, if exercised, would commence on January 1, 2026.

C. City and Long Beach Transit now desire to further amend the Agreement, by this Amendment No. 2, to: (i) exercise the first one-year option to extend the term of the Agreement, thereby extending the term until January 1, 2026 (unless earlier terminated in accordance with Article 7); (ii) authorize funding in the amount of \$2,060,500 for continuation of the current service schedule for the one-year extension period, thereby increasing the not-to-exceed Contract Sum to \$7,813,000; (iii) adjust the specified pricing for optional Sunday service should City choose to add such services; (iv) include the possibility of renegotiation of (a) the compensation to Long Beach Transit for the services during the one-year extension period, and (b) level of services to be provided during such period, in the event the Proposition A and Proposition C funding received by the City drops by ten percent (10%) or more. Additionally, City and Long Beach Transit desire to correct an error in the Agreement concerning the description of Long Beach Transit’s nonprofit entity type.

D. This Amendment No. 2 is made pursuant to Section 9.4 of the Agreement, as was Amendment No. 1.

E. Pursuant to Carson Municipal Code (“CMC”) Section 2611(i)(7), the City’s purchase of services from other governmental agencies that are not covered under a specific interagency agreement does not require compliance with the bidding provisions of the City’s purchasing ordinance (Chapter 6 of Article II of the CMC) so long as funds have been properly appropriated and such purchases conform with all other requirements of the City’s purchasing ordinance. The forgoing exemption is applicable to the City’s procurement of the services provided for in the Agreement, Amendment No. 1 and this Amendment No. 2.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

A. **Long Beach Transit represents and warrants to City that Long Beach Transit is, and since the effective date of the Agreement has been, a California nonprofit mutual benefit corporation, and as such, the Agreement erroneously describes Long Beach Transit in the introductory paragraph as a “California nonprofit public benefit corporation,” and on the signature page as a “California public benefit nonprofit corporation.” Based on the foregoing, City and Long Beach Transit agree that effective retroactively as of September 27, 2021, the aforementioned references in the Agreement to Long Beach Transit’s nonprofit entity type are amended to “Long Beach Public Transportation Company, a California nonprofit mutual benefit corporation.”**

B. **Section 2.1 (Contract Sum) of the Agreement is amended to read in its entirety as follows:**

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Seven Million Eight Hundred Thirteen Thousand Dollars (\$7,813,000)*** ~~Five Million Seven Hundred Fifty Two Thousand Five Hundred Dollars (\$5,752,500)~~ for the initial three-year term of this Agreement plus the extension periods through December 31, ***2025*** ~~2024~~ (the “Contract Sum”). The annual compensation shall not exceed One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000.00) for each year of the initial three-year term, ~~and~~ \$442,500 for the extension period through December 31, 2024, ***and \$2,060,500 for the one-year extension period from January 1, 2025 through December 31, 2025.***”

C. **Section 3.4 (Term) of this Agreement is hereby amended to read in its entirety as follows:**

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through December 31, ***2025*** ~~2024~~, with ***one*** ~~two~~ subsequent one-year options that may be

exercised by a duly approved and executed amendment to this Agreement entered into between the Parties, with the ~~first~~ option (if exercised) commencing January 1, ~~2026~~ 2025.

**D. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as set forth in the Exhibit “C” attached hereto.**

**2. Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

**3. Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Long Beach Transit each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Long Beach Transit represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Long Beach Transit that, as of the date of this Amendment No. 2, Long Beach Transit is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration.** The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

**5. Authority.** The persons executing this Amendment No. 2 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said Party, (iii) by so executing this Amendment No. 2, such Party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said Party is bound.

**6. Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[Signatures on the following page]

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 2 on the date(s) and year set forth below, with express intent that this Amendment No. 2 shall be effective as of the date first-above written, except as otherwise provided herein.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_, 2024

**ATTEST:**

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**LONG BEACH TRANSIT:**

LONG BEACH PUBLIC TRANSPORTATION  
COMPANY, a California nonprofit mutual benefit  
corporation

By: \_\_\_\_\_  
Name: Kenneth A. McDonald  
Title: President/CEO

Date: \_\_\_\_\_, 2024

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Vincent C. Ewing  
General Counsel  
Address: 4801 Airport Plaza Dr., 8<sup>th</sup> Floor  
Long Beach, CA 90815

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

- I. Long Beach Transit shall perform the Base Services at the flat annual rate of \$1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate"). Long Beach Transit shall perform the Base Services at the flat rate of \$442,500 for the extension period commencing upon the conclusion of initial three-year term of this Agreement and continuing through December 31, 2024. *Long Beach Transit shall perform the Base Services at the flat rate of \$2,060,500 for the one-year extension period commencing on January 1, 2025 and continuing through December 31, 2025.*
- II. The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):
- A. Add Sunday service (Saturday hours) to Base Services: add \$164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate. *Notwithstanding the foregoing, should addition of this service be authorized pursuant to Section I.E of Exhibit "A" for the one-year extension period commencing on January 1, 2025 and continuing through December 31, 2025, the flat annual rate to add this service would be \$237,800 (subject to proration as necessary to correspond to any authorization to add this service for a portion of the one-year extension period).*
- B. Add one additional hour of service on weekdays to Base Services: add \$122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.
- C. Add one additional hour of service on Saturdays to Base Services: add \$25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.
- III. The total compensation for the Services shall not exceed ~~\$7,813,000~~ ~~\$5,752,500~~ for the initial three-year term of this Agreement plus the extension periods through December 31, 2025 ~~2024~~, as provided in Section 2.1 of this Agreement.
- IV. *The City and Long Beach Transit shall reopen negotiations as to the rates of compensation specified in this Exhibit "C" and the level of services provided by Long Beach Transit to the City pursuant to Exhibit "A" for the service period from July 1, 2025 through December 31, 2025, and may, but are not obligated to, enter into an amendment to the Agreement related to the same pursuant to Section 9.4 of the Agreement, if the Proposition A and Proposition C funding collectively received by the City for Fiscal Year 2025-26 drops by ten percent (10%) or more compared to Fiscal Year 2024-25.*

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**LONG BEACH PUBLIC TRANSPORTATION COMPANY**



**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
LONG BEACH PUBLIC TRANSPORTATION COMPANY**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 27th day of September, 2021 by and between the CITY OF CARSON, a California municipal corporation ("City") and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit public benefit corporation ("Long Beach Transit"). City and Long Beach Transit may be referred to, individually or collectively, as "Party" or "Parties."

**RECITALS**

A. City has sought the performance of the services defined and described in Article 1 of this Agreement.

B. Long Beach Transit is ready, willing and able to perform the services defined and described in Article 1 of this Agreement.

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF LONG BEACH TRANSIT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Long Beach Transit shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Long Beach Transit represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Long Beach Transit shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein.

1.2 Compliance with Law.

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

1.3 Licenses, Permits, Fees and Assessments.

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

1.4 Special Requirements.

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

1.5 No Franchise Rights.

Neither Long Beach Transit nor City intend by this Agreement to grant to Long Beach Transit any franchise, right, or agreement to use the streets of the City of Carson, it being further agreed and understood that whether or not Long Beach Transit has such a franchise or is required to have such a franchise is not the subject of this Agreement, and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Million Three Hundred Ten Thousand Dollars (\$5,310,000)** for the initial three-year term of this Agreement (the "Contract Sum"). The annual compensation shall not exceed **One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000.00)** for each year of the initial three-year term.

## 2.2 Invoices

On a quarterly basis, Long Beach Transit will invoice the City for services rendered. Except as provided in Section 7.3, City will use its best efforts to cause Long Beach Transit to be paid for the services within 45 days of the submitted invoice; however, Long Beach Transit acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. Review and payment by City for any services provided by Long Beach Transit shall not constitute a waiver of any default by Long Beach Transit or any rights or remedies provided herein or any applicable law.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### 3.1 Time of Essence.

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

### 3.2 Schedule of Performance.

Long Beach Transit shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Long Beach Transit, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if City or Long Beach Transit shall within thirty (30) days of the commencement of such delay notify the other Party's contract representative in writing of the causes of the delay. The Parties shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Parties such delay is justified. In no event shall Long Beach Transit be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Long Beach Transit's sole remedy being extension of the Agreement pursuant to this Section. During the delay, Long Beach Transit shall not render services to the City. Long Beach Transit shall not invoice City for, and shall not be entitled to, any compensation or fixed costs from City for the duration of the delay period.

### 3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding an initial term of three (3) years, with two subsequent one-year options that may be exercised by a duly approved and executed amendment to this Agreement entered into between the Parties.



## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Long Beach Transit.**

Kenneth A. McDonald, President and CEO and or his designees ("Principals") are hereby designated as being the principals and representatives of Long Beach Transit authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Long Beach Transit and devoting sufficient time to personally supervise the services hereunder. All personnel of Long Beach Transit, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Long Beach Transit without prior notice to City. Long Beach Transit shall notify City of any changes in Long Beach Transit's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Long Beach Transit.**

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

### **4.3 Contract Officer.**

The City of Carson's Contract Officer shall be the Director of Community Services, or such other person as may be designated by the City Manager. It shall be Long Beach Transit's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services. Long Beach Transit shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

### **4.4 Independent Contractor.**

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

required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Long Beach Transit in its business or otherwise or a joint venturer or a member of any joint enterprise with Long Beach Transit.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Long Beach Transit, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Long Beach Transit shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. No approved transfer shall release Long Beach Transit or any surety of Long Beach Transit of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive commercial general liability insurance written on a per occurrence basis for products and completed operations, bodily injury, personal and advertising injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, then either the general aggregate limit shall apply separately to the services Long Beach Transit shall render under this agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Long Beach Transit against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Long Beach Transit in the course of carrying out the services contemplated in this Agreement, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than \$2,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.



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

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

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Long Beach Transit's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. If Long Beach Transit maintains broader coverage and/or higher limits than the minimums shown in Section 5.1 above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Long Beach Transit. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

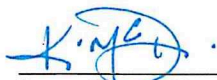
No work or services under this Agreement shall commence until Long Beach Transit has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved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

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

CANCELLATION:

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

[to be initialed]



Long Beach Transit Initials

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

Any deductibles or self-insured retentions must be declared to and approved by City. Long Beach Transit agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Long Beach Transit may be held responsible for the payment of damages to any persons or property resulting from Long Beach Transit's activities or the activities of any person or persons for which Long Beach Transit is otherwise responsible nor shall it limit Long Beach Transit's indemnification liabilities as provided in Section 5.3.

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

### 5.3 Indemnification.

To the full extent permitted by law, Long Beach Transit agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Long Beach Transit, its officers, employees, agents, subcontractors, or any individual or entity for which Long Beach Transit is legally liable ("indemnitors"), or arising from Long Beach Transit's or indemnitors' reckless or willful misconduct, or arising from Long Beach Transit's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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



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

Should any liability or sanctions be imposed against City pursuant to 8 U.S.C.A §§1101 et seq. arising from Long Beach Transit's employment practices or the status of individuals used by Long Beach Transit to provide services pursuant to this Agreement, Long Beach Transit hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

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

#### 5.4 Sufficiency of Insurer.

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

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Reports.

Long Beach Transit shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Long Beach Transit hereby acknowledges that the City is greatly concerned



about the cost of work and services to be performed pursuant to this Agreement. For this reason, Long Beach Transit agrees that if Long Beach Transit becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Long Beach Transit shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Long Beach Transit covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

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

### **7.3 Resolution of Disputed Invoices/Claims.**

Within 90 days of the effective date of this Agreement, the Parties' contract representatives will establish a mutually agreeable dispute resolution process and related terms/provisions that would apply in the event City disputes an invoice submitted by Long Beach Transit on the basis that it does not accurately reflect services rendered pursuant to this Agreement. The foregoing dispute resolution process and related provisions would also apply with respect to any and all amounts for which City may be liable to third parties by reason of Long Beach Transit's acts or omissions in performing or failing to perform Long Beach Transit's obligation under Article 5 of this Agreement, including but not limited to, for (i) amounts of any claims made by a third party,

the amounts or validity of which is disputed by Long Beach Transit, or (ii) any indebtedness that may exist which shall appear to be the basis for a claim of lien.

#### 7.4 Waiver.

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

#### 7.5 Rights and Remedies are Cumulative.

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

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon ninety (90) days' written notice to Long Beach Transit, except that where termination is due to the fault of Long Beach Transit, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Long Beach Transit reserves the right to terminate this Contract at any time, with or without cause, upon ninety (90) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as Long Beach Transit may determine. Upon receipt of any notice of termination, Long Beach Transit shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Long Beach Transit shall be entitled to compensation for all services rendered prior to the date of receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.



7.8 Termination for Default of Long Beach Transit.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Notices.

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

### 9.2 Interpretation.

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

### 9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### 9.4 Integration; Amendment.

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

### 9.5 Severability.

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



9.6 Warranty & Representation of Non-Collusion.

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

Long Beach Transit's Authorized Initials



9.7 Corporate Authority.

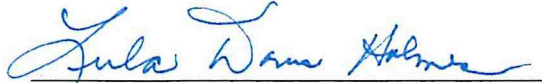
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

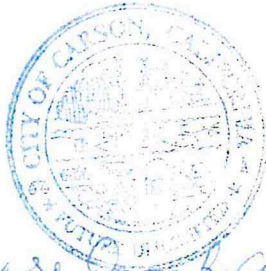
**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF CARSON, a municipal corporation

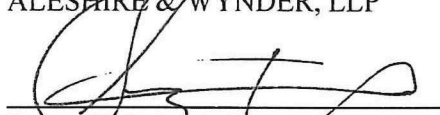
  
Lula Davis-Holmes, Mayor



**ATTEST:**

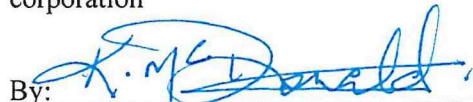
  
John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP


  
Sunny K. Soltani, City Attorney  
[BRJ]

**LONG BEACH TRANSIT:**

LONG BEACH PUBLIC TRANSPORTATION  
COMPANY, a California public benefit nonprofit  
corporation

By:   
Kenneth A. McDonald, President and CEO

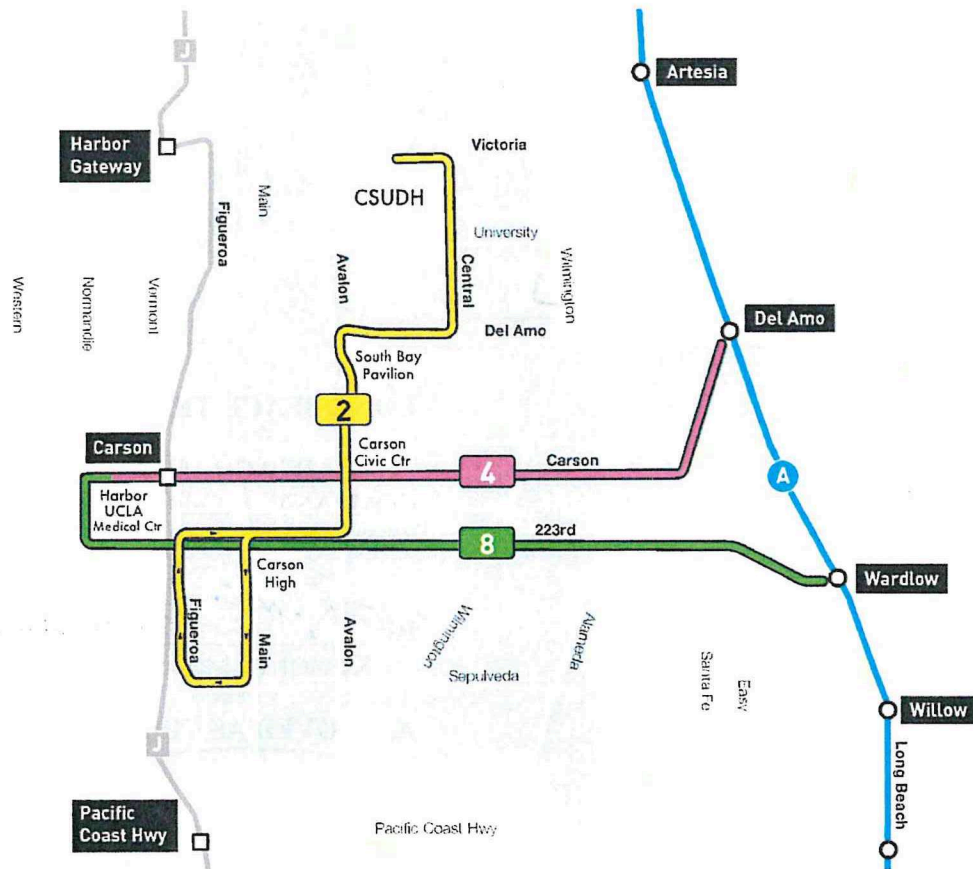
**APPROVED AS TO FORM**

By:   
Vincent C. Ewing  
General Counsel  
Address: 1963 E. Anaheim St.  
Long Beach, CA 90813

# **EXHIBIT "A"** **SCOPE OF SERVICES**

## **I. Long Beach Transit will perform the following Services:**

- A. Long Beach Transit will perform fixed-route public transit bus services as detailed in this Section.
- B. Long Beach Transit will operate the three fixed routes depicted below (identified as routes 2, 4 and 8) within the City, at the times and frequencies indicated below:



LBT Routes	Service Span			Frequency of Service (Headway in Minutes)		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
2	5:05AM - 7:30PM	10:15AM - 6:00PM	No Service	40	40	No Service
4	5:15AM - 7:45PM	10:35AM - 5:45PM	No Service	40	40	No Service
8	5:10AM - 7:50PM	10:30AM - 5:50PM	No Service	40	40	No Service



C. Operation of the fixed routes at the times and frequencies set forth in subsection (B), above (the "Base Services"), will require six (6) buses.

D. [Reserved]

E. City may increase service levels beyond the Base Services subject to a City Manager-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties, to take advantage of any or all of the following additional or enhanced service options available from Long Beach Transit:

1. Add Sunday service (Saturday hours of operation) to Base Services;
2. Add one additional hour of service\* on weekdays to Base Services;
3. Add one additional hour of service\* on Saturdays to Base Services;

The City Council hereby authorizes any or all of the foregoing increases subject to approval and execution of the necessary amendment to this Agreement by the City Manager if and when such increase is deemed appropriate by the City Manager. Additional costs for increased or enhanced services pursuant to this subsection (E) are as specified in Section II of Exhibit "C." Any contract amendment to increase or enhance services pursuant to this subsection shall require a corresponding increase to the contract sum provisions of this Agreement, including Section 2.1 and Section III of Exhibit "C," based on the rates set forth in Section II of Exhibit "C." Similarly, if, after any increase(s) or enhancement(s) of services pursuant to this subsection, Long Beach Transit or City wish to terminate such increased or enhanced services and/or return services back to the Base Services, such action shall require a City Manager-approved written amendment to this Agreement, executed by both Parties (City Manager may execute on behalf of City), prior to taking effect.

**\*The timing of the additional hour of service shall be determined mutually by parties and agreed upon at the time of entering into the relevant amendment to this Agreement.**

F. Further increases, additions or enhancements to the services, including the following, may be authorized subject to a City Council and Long Beach Transit-approved and duly executed written amendment to this Agreement between the Parties:

1. Increase service frequency of Base Services from 40 minutes to 30 minutes.
2. Expand the service routes of the Base Services to provide access to key destinations such as Carson HS, South Bay Pavilion, Harbor Gateway, LA Harbor College, and UCLA Harbor Medical Center.
3. Provide enhanced connections to regional high-capacity transit, including the J (Silver) Line and the A (Blue) Line.



4. Complement existing regional transit services provided by other regional providers,
  5. Extend service span to align with other LBT services.
  6. Serve priority transit arterials identified by the City of Carson.
  7. Add additional service hours, implement Sunday service, or adjust service frequency for the aforementioned potential expanded services.
- G.** All buses utilized for services pursuant to this Agreement shall be provided and operated by Long Beach Transit, and shall be ADA-accessible at all times. Additional ADA-accessible buses shall be provided by Long Beach Transit as necessary to accommodate any increased or enhanced services authorized pursuant to subsection (E), above, and to replace and continue services in the event of a breakdown, as detailed in subsection (I), below. For the avoidance of doubt, "ADA," as used in this Agreement, means and refers to the Americans with Disabilities Act of 1990.
- H.** All of the services required under this Agreement will be performed by Long Beach Transit or approved subcontractors under its supervision, and all personnel engaged in the work shall be duly qualified to perform such services.
- I.** Long Beach Transit shall provide towing and replacement buses as soon as reasonably practicable in the event of a vehicle breakdown. No request for towing of any vehicle pursuant to this Agreement shall be made by City, nor shall any such request be required for Long Beach Transit to perform the aforementioned obligations.
- Long Beach Transit shall be responsible for providing adequate training to its staff to ensure proper operation and maintenance of system vehicles. All drivers providing the services under this Agreement shall possess a Commercial Driver's license (CDL), Medical Examiner's Certificate and any other required certificates.
- J.** Long Beach Transit shall maintain and implement a policy of drug and alcohol testing for its employees as required for compliance with all laws, regulations, and grant program requirements as stated in Section 1.2.
- K.** Long Beach Transit will collect and retain all fares and will count and record the ridership or number of passengers using the services.
- L.** Vehicle Operation and Maintenance:
1. At all times, Long Beach Transit shall maintain all components of each vehicle as stated in section 1.2.
- II.** In the event City or Long Beach Transit, for any reason, determine that there is a need to reduce the hours of operation of any or all the fixed routes below the base

hours of operation specified in this Agreement for the Base Services without completely suspending services, then such reduction in service hours may be effectuated via a City Manager-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties (City Manager may execute on behalf of City), prior to the reduction taking effect.

- III. All of the services required under this Agreement will be performed by LBT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. LBT reserves the right to determine the assignment of its employees to the performance of LBT's services under this Agreement. In the event City's Contract Officer determines there is a need to exclude any employee of LBT from performing services for City under this Agreement, the Parties agree to work together in good faith to find a mutually agreeable solution, provided no action shall be taken that would violate any federal, state or local law or regulation, including any applicable labor agreement between LBT and bus operators.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

(added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~)

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

- I. Long Beach Transit shall perform the Base Services at the flat annual rate of \$1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate").**
- II. The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):**
  - A. Add Sunday service (Saturday hours) to Base Services: add \$164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.**
  - B. Add one additional hour of service on weekdays to Base Services: add \$122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.**
  - C. Add one additional hour of service on Saturdays to Base Services: add \$25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.**
- III. The total compensation for the Services shall not exceed \$5,310,000 for the initial three-year term of this Agreement, as provided in Section 2.1 of this Agreement.**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

**I. Long Beach Transit shall perform all Services timely in accordance with the following schedule:**

- A. Base Services: service to the public is provided in accordance with the schedule set forth in Section I.B of Exhibit "A."
- B. Long Beach Transit shall provide as requested service performance reports to the City such as:
  - Ridership;
  - On-Time Performance;
  - Adherence to the Plan Schedule;
  - Complaints or Compliments of Service;
  - Security Statistics;
  - Revenue Data.



## LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process

### Resolution of Disputed Invoices/Claims.

This agreement is entered into under Section 7.3 ("Resolution of Disputed Invoices/Claims") of the Contract Services Agreement entered into by and between the City of Carson and Long Beach Public Transportation Company, effective September 7, 2021 ("Contract"), and is deemed incorporated into the Contract by reference as though fully set forth in the Contract at Section 7.3. LONG BEACH PUBLIC TRANSPORTATION COMPANY is hereinafter referred to as "LBT" and the CITY OF CARSON is hereinafter referred to as "Carson". Collectively, LBT and Carson are referred to hereinafter as the "Parties". Individually, LBT and Carson hereinafter are referred to as the "Party", or as a "Party".

Notwithstanding Section 7.2 of the Contract, any dispute, claim, or controversy that may arise between the Parties that is within the scope of Section 7.3 of the Contract ("Dispute") shall be resolved as herein provided. Prior to the initiation of any legal action pursuant to Section 7.6 of the Contract, the Parties shall first attempt to resolve their Dispute informally, in a timely and cost-effective manner, as follows:

1. If a Party has a Dispute with the other Party, the disputing Party shall give written notice thereof within five (5) business days following identification of the cause of the Dispute to LBT's President and CEO and Carson's City Manager, which notice shall describe the Dispute and recommend corrective action to be taken by the other Party. Notwithstanding the foregoing, the failure of a Party to give notice of a Dispute within the foregoing timeframe shall not, in and of itself, constitute a waiver of any claim or legal right or remedy related to the Dispute, nor a waiver of any default or any provision of the Contract. Nothing in this agreement is intended to alter any applicable statute of limitations. "Business days" as used in this agreement shall exclude Fridays and holidays observed by Carson or LBT.
  - a. While the Dispute is pending, and provided the Contract remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3, Carson will continue paying LBT's invoices for services rendered pursuant to the Contract and LBT will continue providing services pursuant to the Contract. With respect to the first type of dispute identified in Section 7.3 of the Contract, i.e., where Carson disputes an invoice submitted by LBT on the basis that it does not accurately reflect services rendered pursuant to the Contract, Carson doesn't have the right to retain funds that are subject to the Dispute and that come due pursuant to LBT's invoices while the Dispute is pending (the "Disputed Payments"), provided LBT's President/CEO, upon being notified of the Dispute, in good faith affirms to Carson's City Manager that LBT reasonably believes the Disputed Payments accurately reflect services rendered pursuant to the Contract. LBT doesn't have the right to stop services pursuant to the Contract while the Dispute is pending, provided the Contract remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3.

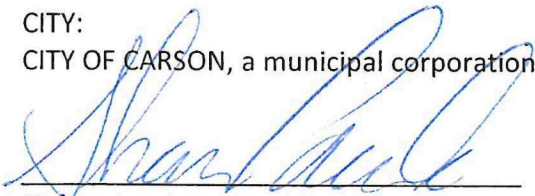
**LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process**

2. LBT's President and CEO and Carson's City Manager shall, within eight (8) business days of receiving written notice of the Dispute ("Resolution Deadline"), meet and confer in a good faith attempt to resolve it. Other persons may be included in the meet and confer process as deemed necessary by LBT's President and CEO and Carson's City Manager.
3. If the Parties are unable to resolve the Dispute at least in principle prior to the Resolution Deadline, either Party may pursue a legal action pursuant to Section 7.6 of the Agreement. If the Parties agree in principle but do not have sufficient time to effectuate final approval of such agreement prior to the Resolution Deadline, then provided each Party acts diligently and in good faith to finalize the agreement, a reasonable time period not exceeding thirty (30) days beyond the Resolution Deadline shall be allowed to finalize such agreement prior to either Party pursuing a legal action thereon.
4. The prevailing party in a legal action regarding the Dispute shall be entitled to recover reasonable attorneys' fees and costs in accordance with Section 7.9 of the Agreement.

IN WITNESS WHEREOF, on the date and year first-below written, the Parties hereto have executed and agreed to this LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process.

CITY:

CITY OF CARSON, a municipal corporation

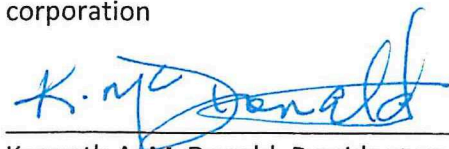
  
Sharon Landers, City Manager

Date: Nov 16, 2021

APPROVED AS TO FORM:  
ALESHERE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

  
Kenneth A. McDonald, President and CEO

Date: 10/26, 2021

**LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service  
Agreement, Section 7.3 Dispute Resolution Process**

APPROVED AS TO FORM:



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Vincent C. Ewing, General Counsel



**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation (“Long Beach Transit”), is effective as of the 27th day of September, 2024. City and Long Beach Transit are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City and Long Beach Transit entered into that certain Agreement for Contract Services dated September 27, 2021 (“Agreement”), whereby Long Beach Transit agreed to provide City with fixed-route public transit bus services as identified in Exhibit “A” (“Scope of Services”) of the Agreement (the “Services”). The Agreement, in Section 2.1, provides for a not-to-exceed Contract Sum of \$5,310,000 for the initial three (3) year term, with annual compensation not to exceed \$1,770,000 for each year of the initial three (3) year term. The Agreement, in Section 3.4, also provides for two subsequent one-year options that may be exercised by a duly approved and executed amendment to the Agreement entered into between the Parties.

B. Pursuant to Carson Municipal Code (“CMC”) Section 2611(i)(7), the City’s purchase of services from other governmental agencies that are not covered under a specific interagency agreement does not require compliance with the bidding provisions of the City’s purchasing ordinance (Chapter 6 of Article II of the CMC) so long as funds have been properly appropriated and such purchases conform with all other requirements of the City’s purchasing ordinance. The forgoing exemption is applicable to the City’s procurement of the services provided for in the Agreement and this Amendment No. 1.

C. City and Long Beach Transit now desire to amend the Agreement, by this Amendment No. 1, to extend the term until December 31, 2024, to facilitate continued performance of the Services by Long Beach Transit in exchange for compensation in the amount of \$442,500 for this short-term extension period, and to increase the Contract Sum by \$442,500 to authorize funding for this short-term extension period, thereby increasing the total not-to-exceed Contract Sum to \$5,752,500, with the two subsequent one-year options to extend the term remaining intact, except that the first option period, if exercised, would commence on January 1, 2025, and the second option period, if exercised, would commence on January 1, 2026.

**TERMS**

**1. Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

A. **Section 2.1 (Contract Sum) of the Agreement is amended to read in its entirety as follows:**

**“2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Million Seven Hundred Fifty-Two Thousand Five Hundred Dollars (\$5,752,500)*** ~~Five Million Three Hundred Ten Thousand Dollars (\$5,310,000)~~ for the initial three-year term of this Agreement ***plus the extension period through December 31, 2024*** (the “Contract Sum”). The annual compensation shall not exceed One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000.00) for each year of the initial three-year term ***and \$442,500 for the extension period through December 31, 2024.***”

**B. Section 3.4 (Term) of this Agreement is hereby amended to read in its entirety as follows:**

**“3.4 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ~~until~~ ***through December 31, 2024*** ~~completion of the services but not exceeding an initial term of three (3) years,~~ with two subsequent one-year options that may be exercised by a duly approved and executed amendment to this Agreement entered into between the Parties, ***with the first option (if exercised) commencing January 1, 2025.***

**C. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as set forth in the Exhibit “C” attached hereto.**

**2. Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

**3. Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Long Beach Transit each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Long Beach Transit represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Long Beach Transit that, as of the date of this Amendment No. 1, Long Beach Transit is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration.** The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

**5. Authority.** The persons executing this Amendment No. 1 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said Party, (iii) by so executing this Amendment No. 1, such Party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound.

**6. Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) and year set forth below, with express intent that this Amendment No. 1 shall be effective as of the date first-above written.

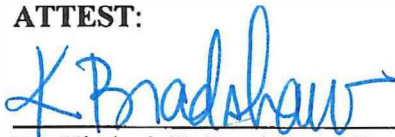
**CITY:**

CITY OF CARSON, a municipal corporation

  
Lula Davis-Holmes, Mayor

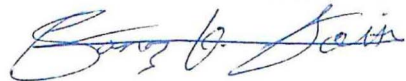
Date: 10/7/24, 2024

**ATTEST:**



Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

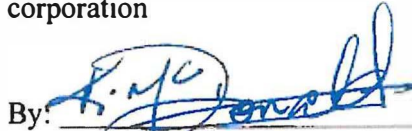


Sunny K. Soltani, City Attorney  
[brj; pks]



**LONG BEACH TRANSIT:**

LONG BEACH PUBLIC TRANSPORTATION  
COMPANY, a California public benefit nonprofit  
corporation

By: 

Name: Mr. Kenneth A. McDonald  
Title: President/CEO

Date: \_\_\_\_\_, 2024

**APPROVED AS TO FORM:**

By: 

Vincent C. Ewing  
General Counsel

Address: 4801 Airport Plaza Dr.  
8<sup>th</sup> Floor  
Long Beach, CA 90815

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

- I.** Long Beach Transit shall perform the Base Services at the flat annual rate of \$1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate"). *Long Beach Transit shall perform the Base Services at the flat rate of \$442,500 for the extension period commencing upon the conclusion of initial three-year term of this Agreement and continuing through December 31, 2024.*
- II.** The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):
  - A.** Add Sunday service (Saturday hours) to Base Services: add \$164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.
  - B.** Add one additional hour of service on weekdays to Base Services: add \$122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.
  - C.** Add one additional hour of service on Saturdays to Base Services: add \$25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.
- III.** The total compensation for the Services shall not exceed ~~\$5,752,500~~ **\$5,310,000** for the initial three-year term of this Agreement *plus the extension period through December 31, 2024*, as provided in Section 2.1 of this Agreement.



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH LIGHTHOUSE4KIDS, INC. (FORMERLY, THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN) (CITY COUNCIL)

### **I. SUMMARY**

On October 20, 2020, City Council awarded an Agreement for Contract Services, for an initial three-year term with two one-year extensions, to The Lighthouse-Home for Medically Fragile Children to provide snacks and lunch during the summer and for afternoon programs at the City's parks (Exhibit No. 1). The initial term of the Agreement was for the period of December 3, 2020, through December 2, 2023. In November 2023, City Council approved Amendment No. 1 to the agreement (Exhibit No. 2). Since commencement of the Agreement, the vendor continues to do an outstanding job providing this service and has been an excellent partner. During the Covid-19 Pandemic where, under a separate service contract, The Lighthouse offered over 76,000 meals for the Grab-and-Go program. In both cases, The Lighthouse provided these services at no cost, as the vendor receives its funding through the United States Department of Agriculture (USDA) Food and Nutrition Service. Staff is seeking City Council approval of Amendment No. 2 to the Agreement in order to exercise the City's second of two one-year options to extend the term of the Agreement and to correct the name of the vendor as used in the Agreement to Lighthouse 4Kids, Inc., dba the Lighthouse (Exhibit No. 3). This action will extend the term of the Agreement for the period of December 3, 2024, through December 2, 2025, enabling the vendor to continue providing the services during this extension period without any interruption in services.

### **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the proposed Amendment No. 2 to the Agreement (Exhibit No. 3); and
2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate

### **IV. BACKGROUND**

On April 21, 2009, the City of Carson entered into an agreement with Lighthouse to provide free snacks and lunch to children participating in Kids Club and Summer Day Camp program at the City's parks. At the time that the contract was executed, a sunset date was not included in the agreement; therefore, the development of a new contract was required. A five-year agreement was prepared and presented to City Council on December 3, 2019. The City Council declined to approve the contract at that time, and instead directed staff to release an RFP for this service and authorized a one-year agreement in the interim. On September 3, 2020, an RFP was released inviting interested firms to submit a proposal to provide meal and snack services during the summer and for the City's after school programs - Kids Club, Summer Day Camp, and 3-in-1 Enrichment. Specifically, vendors would be required to provide 950 lunches on 49 serving days, 600 snacks on 49 days, and 675 suppers on 184 days. A total of five (5) proposals were submitted by the RFP's closing date, September 24, 2020, at the following per year pricing:

- The Lighthouse-Home for Medically Fragile Children - \$0
- Tender Loving Care Catering- \$545,777.50
- Choura Venue Services- \$1,083,300
- Girlshood- \$1,584,417
- Challenging Minds- \$1,748,540

After careful review and evaluation of the bids, The Lighthouse-Home for Medically Fragile Children was identified as the lowest and most responsible bidder, and was awarded the Agreement. The Lighthouse was established in 2006, and provides an array of programs and services to support medically fragile, low income, and at-risk youth. The organization receives its funding from the USDA Food and Nutrition Service, which enables Lighthouse to provide this service at no cost. During atypical summer, Lighthouse has served over 32,000 snacks and more than 28,000 lunches to program participants. The snacks and meals are distributed at various sites, including parks and recreation centers. As this service is provided at no cost, the City has been permitted to keep program fees low and affordable for the most economically challenged Carson youth. In the fifteen years that the City has worked with this organization, Lighthouse continues to be an excellent partner. The non-profit has a vast amount of experience, is knowledgeable of City procedures, is very familiar with City locations and programs, and accepts many additional responsibilities, including administration of required reports and staff training. During the Covid-19 pandemic, Carson partnered with The Lighthouse through a separate service contract to provide over 76,000 free meals for the Grab-and-Go program. Staff recommends that the City Council approve the proposed Amendment No. 2, which would authorize the extension and correct the vendor's name as used in the Agreement to The Lighthouse 4Kids, Inc., dba the Lighthouse. The recommended action will allow The Lighthouse to continue providing snacks and meals to the City's summer and after school programs for another year at no cost.

#### **V. FISCAL IMPACT**

There is no fiscal impact to the General Fund with this contract, as this service is offered free of charge to participants of the selected programs.

#### **VI. EXHIBITS**

1. Agreement with Lighthouse Home for Medically Fragile Children Inc.
2. Amendment No. 1 to Agreement Lighthouse4Kids Inc.
3. Proposed Amendment No. 2 to Agreement for Lighthouse4Kids Inc.

**Attachments**

[Agreement with Lighthouse Home for Medically Fragile Children Inc.pdf](#)

[Amendment No. 1 to Agreement Lighthouse4Kids Inc.pdf](#)

[Proposed Amendment No. 2 to Agreement for Lighthouse4Kids Inc.pdf](#)



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**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN, INC.,  
DBA THE LIGHTHOUSE**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN, INC.,  
DBA THE LIGHTHOUSE**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 3rd day of December, 2020 by and between the CITY OF CARSON, a California municipal corporation ("City") and THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE ("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 Zero Dollars (\$0.00) (the "Contract Sum"). The Parties acknowledge that Consultant is providing the services at no cost to City.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less



contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### 2.3 Reimbursable Expenses.

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

### 2.4 Invoices.

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

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

### 2.5 Waiver.

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

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### 3.1 Time of Essence.

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

### 3.2 Schedule of Performance.

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

### 3.3 Force Majeure.

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

### 3.4 Term.

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

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Consultant.

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

<u>Lisa Amos</u>	<u>Executive Director</u>
(Name)	(Title)
<u>Sarah Jackson</u>	<u>Program Director</u>
(Name)	(Title)
<u>Mary Range</u>	<u>Executive Secretary</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore,

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

#### 4.2 Status of Consultant.

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

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.



#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### ARTICLE 5. INSURANCE AND INDEMNIFICATION

#### 5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years

following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

## 5.2 General Insurance Requirements.

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

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

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

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

### CANCELLATION:

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

[to be initialed]

  
Consultant Initials

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

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

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

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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



hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

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

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

#### 5.4 Sufficiency of Insurer.

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

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts

from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

#### 6.2 Reports.

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

#### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

#### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

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

### **7.2 Disputes: Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices



during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

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

### 7.4 Waiver.

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

### 7.5 Rights and Remedies are Cumulative.

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

### 7.6 Legal Action.

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



#### **7.7 Termination Prior to Expiration of Term.**

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

#### **7.8 Termination for Default of Consultant.**

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

#### **7.9 Attorneys' Fees.**

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

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may

become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

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

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

#### 8.3 Covenant Against Discrimination.

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

#### 8.4 Unauthorized Aliens.

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

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and

to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### 9.2 Interpretation.

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

#### 9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by 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.

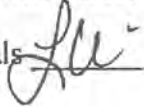
In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining 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

A handwritten signature in dark ink, appearing to be 'JL' or similar, written over the text '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]**



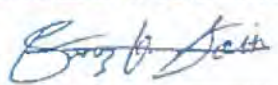
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) and year(s) set forth below, with express intent that this Agreement shall be effective on December 3, 2020.



ATTEST:

  
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[BRJ]

CITY:

CITY OF CARSON, a municipal corporation

  
Albert Robles, Mayor

Date: December 21, 2020

CONSULTANT:

THE LIGHTHOUSE HOME FOR MEDICALLY  
FRAGILE CHILDREN, INC.

By:

  
Name: Lisa Amos

Title: President/Executive Director

Date: 10/19/2020

By:

  
Name: Mary Rangel

Title: Secretary

Date: 10-19, 2020

Address: 30845 Burning Tree Drive  
Canyon Lake, CA 92587

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.

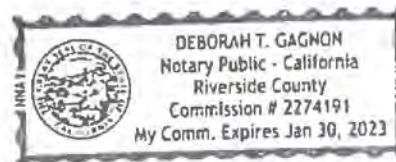
STATE OF CALIFORNIA  
COUNTY OF Riverside  
~~LOS ANGELES~~

On OCT. 19<sup>th</sup>, 2020 before me, Deborah T. Gagnon personally appeared Lisa Amos, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Deborah T. Gagnon



## 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.

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

On 10/19, 2020 before me, LISA AMOS, personally appeared Mary Range, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature]



LISA AMOS  
COMM # 2322918  
RIVERSIDE County  
California Notary Public  
Comm Exp March 1, 2024

### OPTIONAL

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

☐ CAPACITY CLAIMED BY SIGNER  
☐ INDIVIDUAL  
☐ CORPORATE OFFICER

☐ TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

### DESCRIPTION OF ATTACHED DOCUMENT

Contract Service Agreement  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:  
(NAME OF PERSON(S) OR ENTITY(IES))

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Consultant will perform the following Services:**

**A. GENERAL OVERVIEW - MEAL AND SNACK SERVICES FOR SUMMER AND AFTER SCHOOL PROGRAMS**

Contractor shall provide, on an as-needed basis, food services (preparation and delivery of lunch and supper meals and snacks) for the City's youth Summer and Afterschool programs in accordance with this Exhibit "A." Services shall be provided in an unbiased and professional manner and in compliance with applicable USDA nutritional requirements for Child Food Programs for ages 6-13, as may be amended from time to time (see Federal Register Vol. 81, No. 29, available at <https://www.govinfo.gov/content/pkg/FR-2016-04-25/pdf/2016-09412.pdf>).

It is estimated that during non-COVID pandemic/emergency times, Consultant will be required to prepare and deliver approximately 28,000 lunches and 32,000 snacks cumulatively during the summer months (i.e. per Summer Program year, beginning in mid-June and continuing through mid-August) and 20,000 suppers and 24,000 snacks cumulatively during the school year (i.e. per Afterschool Program year, beginning in mid-August and continuing through mid-June) pursuant to this Agreement. However, as provided in more detail in subsection (B) of this Section I, these figures are merely estimates, and actual services will be based on City's need, as determined and requested by the Contract Officer. As of the effective date of this Agreement, it is unknown how the continued effects of the COVID pandemic will affect the foregoing estimates. All services shall be performed in accordance with this Exhibit "A," including but not limited to the "Specifications" set forth in subparagraph (B)(7) of this Section I, below.

**B. DESCRIPTION OF FOOD DISTRIBUTION SERVICES**

1. **The following table enumerates the Summer and Afterschool Program locations to which meals and snacks may be required to be delivered pursuant to this Agreement, except as otherwise provided in this Agreement (the "Centers"):**

<b>Location</b>	<b>Address</b>
Anderson Park	19101 S. Wilmington Avenue, Carson, CA 90746
Calas Park	1000 E. 220th Street, Carson, CA 90745
Carriage Crest Park	23800 S. Figueroa Street, Carson, CA 90745
Carson Park	21411 S. Orrick Avenue, Carson, CA 90745
Del Amo Park	703 E. Del Amo Boulevard, Carson, CA 90746

Dolphin Park	21205 Water Street, Carson, CA 90745
Dominguez Park	21330 Santa Fe Avenue, Carson, CA 90810
James M. Foisia Park	23410 Catskill Avenue, Carson, CA 90745
Hemingway Park	700 E. Gardena Boulevard, Carson, CA 90746
Mills Park	1340 E. Diamondale Drive, Carson, 90746
Stevenson Park	17400 Lysander Drive, Carson, CA 90746
Veterans Park	22400 Moneta Avenue, Carson, CA 90745

The City reserves the right to add or remove Centers by request of the Contract Officer and without the need for amendment to this Agreement. The Contract Officer shall notify Consultant of any such changes not less than one week prior to the first required date of service to the adjusted list of Centers.

## 2. **Requirement Contract.**

- (a) This Agreement is a requirement contract for the services specified herein. The quantities of meals or food services specified hereinabove are estimates only, and no meals or food services are purchased hereby. City shall not be obligated to place any minimum amount or number of orders for meals or food services. The utilization of Consultant for the services pursuant to this Agreement will be dependent upon the needs and requirements of the City, as determined by the Contract Officer. Failure of City to order services in the amounts or quantities estimated herein shall not constitute a basis for any compensation payment or adjustment under this Agreement.
- (b) City shall not be limited to the estimates specified herein in ordering meals or food services from Consultant pursuant to this Agreement. Services shall be provided as necessary to meet the needs of the City's Summer and Afterschool Programs with respect to lunch and supper meals and snacks, as determined and requested by the Contract Officer.
- (c) City may issue orders requiring delivery of meals and snacks by Consultant at multiple Centers simultaneously.
- (d) All services shall be provided in accordance with applicable laws and regulations prescribed by the United States Department of Agriculture ("USDA") and the California Department of Education ("CDE") (including, without limitation, applicable regulatory guidance provided at <https://www.cde.ca.gov/ls/nu/cc>), as may be amended from time to time.



3. **Pricing.** The Parties acknowledge and agree that the services will be provided by Consultant using grant funding from the USDA food and nutrition service, which grant program is administered by CDE, and that the services will thus be provided at no cost to the City pursuant to this Agreement. As such, the Parties acknowledge and agree that Consultant is bound to comply with applicable federal and state laws, regulations, and requirements as necessary to continue its access to such grant funding throughout the term of this Agreement, and that Consultant is subject to auditing by CDE or other applicable State authorities for compliance with such grant requirements. In the event that compliance with any such regulation or requirement conflicts with any provision of this Agreement such that Consultant's compliance with such requirement would constitute a default under this Agreement, Consultant shall notify the Contract Officer of the nature of the conflict as soon as reasonably possible, and the Parties will cooperate reasonably toward entering into a mutually agreeable amendment to this Agreement that will facilitate Consultant's ability to comply with the applicable regulation(s) or grant requirement(s). The Parties acknowledge and agree that Consultant will be considered an authorized sponsor of the City pursuant to this Agreement for purposes of Consultant maintaining or re-applying for said grant funding as may be necessary throughout the term of this Agreement.
4. **Provision of Meals and Snacks; Menu Change Procedure.** Consultant shall provide meals and snacks on a daily basis while Summer and Afterschool programs are in effect, in accordance with the schedule set forth in Section I of Exhibit "D." Deviation from said schedule shall be permitted only upon authorization of the Contract Officer. The Contract Officer may periodically request menu changes or special dietary accommodations (e.g., vegetarian meals). When an emergency or unforeseen situation prevents Consultant from providing or delivering a specified type of food or meal component contemplated by a monthly menu provided pursuant to Section III.A of this Exhibit, Consultant's Contract Representative shall notify the Contract Officer of the issue as soon as reasonably possible, and the two officers shall cooperate reasonably toward finding and selecting a mutually agreeable temporary substitution.
5. **Orders for Delivery of Meals and Snacks.** Delivery of all meals and snacks will be provided by Consultant pursuant to and in accordance with orders placed by the City, via its Contract Officer (or his or her designee). The Contract Officer will order meals and snacks on Tuesday of the week preceding the week of delivery. Orders will be placed for the total number of days in the relevant week (i.e. the week subsequent to the week during which the order is placed), and will include breakdown totals for each Center and each type of meal or snack. The City reserves the right to increase or decrease the number of meals and snacks ordered upon 24 hours' advance notice to Consultant (or less if mutually agreed upon between the Contract Officer and Consultant's Contract representative).

6. **Noncompliance.** The City reserves the right to inspect and determine the quality of all food provided or delivered pursuant to this Agreement and to reject any meals or snacks that do not comply with this Agreement. Consultant shall not be permitted to make unauthorized menu changes, deliver incomplete meals, deliver meals outside the specified delivery time period, or deliver meals that do not comply with the specifications or other applicable provisions set forth in this Agreement. The City reserves the right to obtain meals from other sources if meals are rejected due to any of the foregoing reasons, and Consultant shall be responsible for any cost incurred by City in doing so. The Contract Officer or City representative inspecting shall notify Consultant in writing, for any meals rejected, of the number of meals rejected and the reasons for rejection.

7. **Specifications.**

(a) Packaging.

- (i) Hot meal unit packaging shall be suitable for maintaining meals in accordance with local health standards. Containers and overlay shall have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (ii) Cold meal unit or unnecessary-to-heat containers and overlay shall be plastic or paper and be of non-toxic material.
- (iii) Cartons - each carton shall be labeled, and the label shall include:
  - (A) The processor's (plant) name and address;
  - (B) Item identity and meal type;
  - (C) Date of production; and
  - (D) Quantity of individual units per carton.
- (iv) All meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.

- (b) Food Preparation. Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

- (c) Food Specifications. Meals shall consist of five (5) food components: one (1) grain, one (1) protein, one (1) fruit, one (1) vegetable, and one (1) dairy. Snacks shall consist of two (2) of the foregoing five (5) food components. Portions shall be as specified by USDA/CDE regulations or grant requirements and as required in this Agreement.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program, and shall bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration. Options for vegetarian and special diet meals will be made available upon request.

- (d) Product Specifications. "Milk and milk products" are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk..." All milks and milk products provided or delivered pursuant to this Agreement shall conform to the foregoing definitions.

**8. Delivery Requirements.**

- (a) Deliveries shall be made by Consultant to the applicable Center(s) and in accordance with the applicable order from the City.
- (b) All meals and snacks ordered shall be delivered, unloaded, and placed in the kitchen of the designated Center by the time(s) specified in the order.
- (c) Adequate refrigeration or heating shall be provided during transportation and delivery to ensure the wholesomeness of all meals and snacks at delivery in accordance with applicable federal, state and local regulations and grant requirements.
- (d) Any changes in transportation costs arising from any adjustment to the list of Centers will be borne by Consultant and not charged to the City.
- (e) On field trip days, Consultant may be required, at no additional cost to City, to deliver meals and snacks to the Centers at alternate delivery times, as may be requested by the Contract Officer, in order to facilitate transportation of the meals and snacks to the field trip locations by City and/or program participants.
- (f) The Contract Officer, upon 24 hours' advance notice to Consultant, may require Consultant to prepare and deliver meals to be distributed to children at special events outside of the regular schedule or Centers specified in this Agreement.

- 9. Equipment.** Consultant shall provide the following items of equipment and supplies to Centers as needed, pursuant to request of the Contract Officer and at no additional cost to City: (i) documentation binder; (ii) food thermometer; (iii) refrigerator thermometer; (iv) hot box warmer; and (v) refrigerator.

10. **Trainings.** Consultant shall conduct training sessions for City staff, annually or at other intervals as requested by the Contract Officer, for the purpose of training City staff to properly serve and distribute meals prepared or delivered by Consultant pursuant to this Agreement, and to properly document same in accordance with applicable federal, state and local regulations and grant requirements.
11. **Food Tasting.** As requested by the Contract Officer, Consultant shall facilitate periodic food tasting by City of meals and snacks to be provided pursuant to this Agreement.
12. **Supervision and Inspection.** Consultant shall provide management supervision at all times while providing the services, and shall maintain constant/regular quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of all food products and components provided pursuant to this Agreement.
13. **Record Keeping**
  - (a) Consultant shall prepare three (3) transport records - one for Consultant, one for Center personnel, and one for the Contract Officer. Transport records shall be itemized to show the number of meals/snacks of each type delivered to each Center. Designees of the City at each Center will check the adequacy of the delivery and the meals before signing the transport record.
  - (b) Consultant shall maintain adequate transport records, purchase order records, production records, delivery records, and inspection records as necessary to document compliance with this Agreement and applicable laws and regulations.
  - (c) The books and records of Consultant pertaining to the services provided pursuant to this Agreement shall be available for City review and inspection, upon request of the Contract Officer and at any reasonable time and place, for a period of three (3) years from the date of expiration or termination this Agreement, or until the final resolution of any audits or inspections of Consultant conducted by applicable state and federal authorities, whichever is later.
  - (d) Consultant shall provide reports on meals provided or delivered as requested by the Contract Officer for City presentations.
14. **Inspection of Facility**
  - (a) The City (without limitation as to applicable CDE and USDA inspection rights) has the right, but not the obligation, to inspect the facilities where meals or snacks are prepared or delivered pursuant to this Agreement without notice at any time, and to be present during



preparation and delivery meals and snacks pursuant to this Agreement.

- (b) The Parties acknowledge and agree that Consultant's facilities are subject to periodic inspections for compliance with USDA/CDE regulations and/or other applicable laws and regulations by the USDA, the CDE/any other agency designated to inspect meal quality for the State, and applicable local health authorities.
- (c) Consultant shall arrange for the meals and snacks it prepares pursuant to this Agreement to be periodically inspected by the applicable local health department or an independent agency to determine bacteria levels in the meals and snacks being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the applicable local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the local jurisdiction.
- (d) Upon commencement of this Agreement, Consultant shall provide City with a copy of its health certification for all food service facilities in which it will prepare meals and/or snacks pursuant to this Agreement.

15. **Number of Meals and Delivery Times.** Consultant shall provide/deliver the exact number of meals requested/ordered. Counts of meals will be made at all applicable Centers before meals are accepted. Damaged or incomplete meals shall not be included for purposes of determining compliance with this paragraph.

16. **Emergencies.** In the event of unforeseen emergency circumstances preventing Consultant from performing the services, notwithstanding anything in Section 3.3 of this Agreement to the contrary, Consultant shall, as soon as reasonably possible, notify the Contract Officer in writing of the following: (a) any on-time performance or delivery that is rendered impossible by the emergency circumstances; (b) the circumstance(s) precluding such performance or delivery; and (c) whether and to what extent subsequent services or deliveries will be affected. In such event, City may secure meals and snacks by other means to replace Consultant's services for the duration of the emergency period or the period in which Consultant is unable to perform, and Consultant shall reimburse the City for the cost of the meals and snacks secured by the City by such other means.

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

- A. See Exhibit D, Section II



- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- A.** Monthly menus, inclusive of meal selections and any component substitutions.
  - B.** Detailed reports at the conclusion of each program year (separately for Summer Program and Afterschool Program years if requested by the Contract Officer), or more frequently as requested by the Contract Officer, demonstrating the number of meals provided (itemized by lunches, suppers and snacks) for the relevant program year along with the dollar value of the meals provided.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A.** Lisa Amos, Executive Director
  - B.** Sarah Jackson, Program Director
  - C.** Mary Range, Secretary
  - D.** Subcontractors:
    - 1. City recognizes that Consultant will use subcontractors to provide the prepackaged food Consultant delivers to City pursuant to this Agreement. Consultant is solely responsible for the subcontractors' preparation, handling, and transportation of food products that Consultant delivers to City pursuant to this Agreement.
    - 2. Preferred Meal Systems, Inc., a Delaware corporation, and Revolution Foods, Inc., a Delaware corporation, are authorized subcontractors hired by Consultant to prepare and deliver food pursuant to this Agreement.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

(added text shown in *bold italics*, deletions in strikethrough):

I. Section 1.8 (Additional Services) is stricken in its entirety because this is a zero-cost contract and the Contract Officer shall not expand Consultant's services beyond those that may be provided pursuant to Exhibit "A."

II. Section 2.2 (Method of Compensation) is stricken in its entirety because this is a zero-cost contract.

III. Section 2.3 (Reimbursable Expenses) is stricken in its entirety because this is a zero-cost contract.

IV. Section 2.4 (Invoices) is stricken in its entirety because this is a zero-cost contract.

V. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

**"3.4 Term**

***"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three (3) one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit 'D'). *At City's option, and upon execution of a written amendment (duly approved by City) to this Agreement, the initial three-year term may be extended by up to two (2) one-year extension periods.*"***

VI. Section 7.2 (Disputes; Default) is hereby amended to read in its entirety as follows:

**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 ~~compensate 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."

**VII. Section 7.7 (Termination Prior to Expiration of Term) is hereby amended to read in its entirety as follows:**

**"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. *Regardless which Party initiates termination of this Agreement, the Consultant shall not be entitled to compensation for services rendered pursuant to this Agreement.* ~~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."~~

**VIII. Section 7.8 (Termination for Default of Consultant) is hereby amended to read in its entirety as follows:**

**"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."~~

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

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

	MEAL TYPE	ESTIMATED SERVINGS PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE (COST TO CITY)	TOTAL PRICE (COST TO CITY)
A.	Lunch	950	49	\$0	\$0
B.	Snack	600	49	\$0	\$0
C.	Supper	675	184	\$0	\$0
				<b>Grand Total</b>	<b>\$0*</b>

\*Consultant is funded by grants, and provides and delivers pre-packaged meals and snacks to the City *at no cost* for City to distribute to children in its Summer and Afterschool programs.

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services. NOT APPLICABLE**
- III. 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. NOT APPLICABLE**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**  
  
NOT APPLICABLE
- V. The total compensation for the Services shall not exceed \$0.00, as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**  
  
NOT APPLICABLE

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

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

	<b><u>Days of Performance</u></b>	<b><u>Times of Performance</u></b>
<b>A. Task A (Lunches)</b>	<b>Mondays through Fridays**</b>	<b>Per Contract Officer Request</b>
<b>B. Task B (Snacks)</b>	<b>Mondays through Fridays**</b>	<b>Per Contract Officer Request</b>
<b>C. Task C (Suppers)</b>	<b>Mondays through Fridays**</b>	<b>Per Contract Officer Request</b>

\*\*Meals and snacks are to be made available to City by Consultant each day while Summer and Afterschool Programs are in effect, unless otherwise requested by the Contract Officer. Summer Programs generally run from mid-June to mid-August. Afterschool Programs generally run from mid-August to mid-June. Deliveries of meals and snacks shall be made only pursuant to City orders, on such days and times as specified in the relevant order.

**II. Consultant shall deliver the following tangible work products to the City in accordance with the schedule set forth in Section I of this Exhibit "D":**

- A. Approved Lunches (5 components)**
- B. Approved Snacks (2 components)**
- C. Approved Suppers (5 components)**
- D. All required serving utensils and condiments, as provided in this Agreement.**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HAUSER 5905 E. Galbraith Rd, Ste 9000 Cincinnati OH 45236	<b>CONTACT NAME:</b> Nancy Santho
	<b>PHONE (A/C, No, Ext):</b> 513-745-9200 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> nsantho@thehausergroup.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Travelers Property Casualty Co of America <b>NAIC #</b> 25674
	<b>INSURER B:</b> Acceptance Indemnity Insurance Company
	<b>INSURER C:</b> Pennsylvania Manufacturers Association Insurance C <b>12262</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 887755717 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y-630-2R308867-TIL-20	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED/NonOwn <input checked="" type="checkbox"/> HNO DED \$1K		810-2R307938-20-14-G	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EMM000035000	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	202075 1265495	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lighthouse, City of Carson, its elected and appointed officers, employees, volunteers and agents are included as an additional insured with respects to General Liability and Auto Liability coverage as requested by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of additional insured as respects General Liability, Auto Liability and Workers Compensation coverage as required by written contract subject to policy terms, conditions, and exclusions where applicable by state law. Coverage is on a primary and non-contributory basis as required by written contract subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER**

The City of Carson 701 E Carson Street Carson CA 90745  <i>Approved</i> <i>R6</i> <i>12/10/2020</i>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>S. M. Wonnall</i>

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**CITY OF CARSON  
701 E. CARSON STREET  
CARSON, CA 90745**

**NOTICE OF INTENT TO AWARD**

Date: September 20, 2020

Solicitation Number and Title: RFP 20-026 Meal and Snack Services for Summer and Afterschool Programs

Opening Date and Time: September 24, 2020 | 05:00 PM

A response to the solicitation was submitted by:

Challenging Minds	\$1,748,540.00
Choura Venue	\$1,083,300.00
Girlshood	\$1,584,417.00
Tenderlovingcare	\$ 545,777.50
The Lighthouse	\$ 0

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to:

- The Lighthouse

We would like to thank you for your time and efforts in preparing a response to this solicitation.

Protests must comply with the requirements of the Carson Municipal Code Sections 2613. You are reminded that any protests of this decision must be submitted to the City Clerk in writing and hand delivered or sent by certified U.S. mail, return receipt requested within five (5) calendar days after the issuance of this notice. Protest documents shall include the following information:

- (1) Name, address, business telephone, email, and fax number of the protestor;
- (2) Identify the procurement or project under protest by name, solicitation number, and submission date;
- (3) Contain a concise statement of the grounds for protest and the facts supporting such grounds, including all supporting documentation (documentation submitted after filing will not be reviewed); and
- (4) State the form of relief requested.

The successful company is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and city sign the contract.

We appreciate your interest in doing business with the City of Carson.

Sincerely,

  
Sander Huang  
Purchasing Manager



**AMENDMENT NO. 1**  
**TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES** ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE ("Consultant"), is effective as of the 3rd day of December, 2023, except as otherwise specified herein.

**RECITALS**

A. City and Consultant, under the name "The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse," entered into that certain Agreement for Contract Services effective December 3, 2020 ("Agreement"), whereby Consultant agreed to provide meal and snack services for the City's youth summer and afterschool programs at no cost to City, using grant funding obtained by Consultant. The Agreement was for an initial term of three years, with City options to extend the term by up to two (2) one-year extension periods upon execution of a written amendment to the Agreement.

B. City now desires to exercise the first of its two one-year options to extend the term of the Agreement, and City and Consultant hereby intend to amend the Agreement to effectuate same. City and Consultant also acknowledge and agree that although Consultant originally proposed for and entered into the Agreement stating that its name was "The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse," the correct, legal name of the business entity is and at all relevant times has been "Lighthouse 4kids, Inc., dba the Lighthouse," which is the entity that has been providing the services pursuant to the Agreement since the effective date thereof, and therefore City and Consultant wish to modify the Agreement to use the proper legal name for Consultant, effective retroactively as of the Agreement effective date.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Effective retroactively as of the effective date of the Agreement (December 3, 2020), the name of Consultant stated in the Agreement is changed from "The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse" to "Lighthouse 4kids, Inc., dba the Lighthouse," and all references to Consultant in the Agreement are deemed amended accordingly. For the avoidance of doubt, Consultant and City acknowledge and agree that the obligations set forth in Section 5.3 (Indemnification) of the Agreement shall apply (without limitation) to the name change effectuated by this Amendment No. 1, and shall bind Consultant to defend, indemnify and hold harmless the City and its officers, agents, and employees, and each of them, from and against any and all claims and liabilities arising from, in connection with, or in any

B. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

“3.4 Term

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding *four (4)* ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’). At City’s option, and upon execution of a written amendment (duly approved by City) to this Agreement, the initial *four-year* ~~three-year~~ term may be extended by up to *one (1)* ~~two (2)~~ one-year extension periods.”

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

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

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

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

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

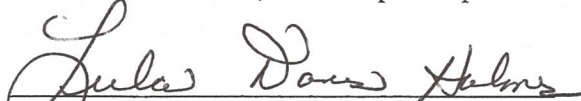
5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below, with express intent that this Amendment be effective as of December 3, 2023, except as otherwise specified herein.

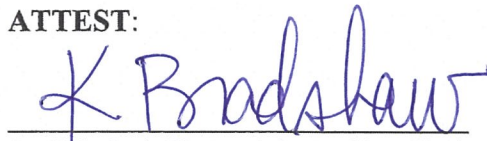
**CITY:**

CITY OF CARSON, a municipal corporation


  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_, 2023

**ATTEST:**

  
Dr. Khaleah K. Bradshaw, City Clerk

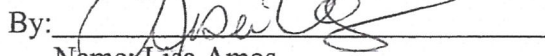
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[brj]

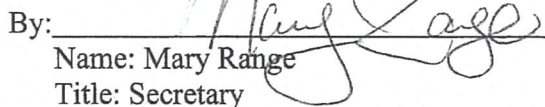


**CONSULTANT:**

LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE

By:   
Name: Lisa Amos  
Title: President/Executive Director

Date: 7-26, 2023

By:   
Name: Mary Range  
Title: Secretary  
Address: 30845 Burning Tree Drive  
Canyon Lake, CA 92587

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below, with express intent that this Amendment be effective as of December 3, 2023, except as otherwise specified herein.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_, 2023

**ATTEST:**

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE

By: \_\_\_\_\_  
Name: Lisa Amos  
Title: President/Executive Director

Date: 7-26, 2023

By: \_\_\_\_\_  
Name: Mary Range  
Title: Secretary  
Address: 30845 Burning Tree Drive  
Canyon Lake, CA 92587

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

## ACKNOWLEDGMENT

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 Riverside

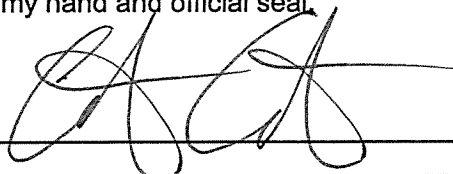
On 07/26/2023 before me, Christina Cervantes Notary Public  
(insert name and title of the officer)

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

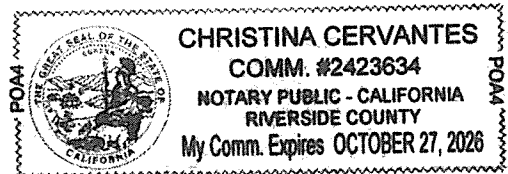
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On July 26, 2023 before me, Lisa Amos,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Contract Services  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 12/3/23

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
Secretary  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





# CERTIFICATE OF LIABILITY INSURANCE

8/1/2024

DATE (MM/DD/YYYY)

11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	1527948 REVOLUTION FOODS, PBC 5743 SMITHWAY ST #103 COMMERCE CA 90040	INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zurich American Insurance Company	NAIC # 16535
		INSURER B : Travelers Property Casualty Company of America	25674
		INSURER C : American Guarantee and Liab. Ins. Co.	26247
		INSURER D : American Zurich Insurance Company	40142
		INSURER E : A. F. Beazley 2623/623	52666
		INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 19718869

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 5701995-00	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-0X09018A EX-0X940706-23-14	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	AUC 558088-00	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	WC 0919800-00 (AOS)	8/15/2023	8/15/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	SEXUAL ABUSE & MOLESTATION	N	N	MR234775	8/1/2023	8/1/2024	\$2M/ANY ONE VICTIM; \$4M/ALL VICTIMS AGG; \$50K RETENTION	
A	WORK COMP (MA ONLY)	N	N	WC 0919801-00	8/15/2023	8/15/2024	\$1M/\$1M/\$1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. WORK COMP DEDUCTIBLE: \$250,000. LIGHTHOUSE4KIDS, CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS ARE NAMED AS ADDITIONAL INSURED, AS RESPECTS TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, WHERE COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY POLICY HELD BY THE ADDITIONAL INSURED, AND INCLUDES A WAIVER OF SUBROGATION WHERE ALLOWED BY STATE LAW AS REQUIRED BY WRITTEN AGREEMENT, AND SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

## CERTIFICATE HOLDER

## CANCELLATION

19718869  
THE CITY OF CARSON  
701 E CARSON STREET  
CARSON CA 90745

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **Gloria Marroquin**

---

**From:** Roobik Galoosian  
**Sent:** Tuesday, November 28, 2023 10:39 AM  
**To:** Gloria Marroquin  
**Cc:** Tim Grierson; Maria Cortez; Desiree Johnson  
**Subject:** RE: Lighthouse Insurance

Hi Gloria,

This insurance is approved but the PDF is protected so I am unable to stamp it. Please use this email to show approval.

Thanks,

Roobik Galoosian  
Risk Management  
City of Carson  
310-952-1764

*City Hall is closed on Fridays*



---

**From:** Gloria Marroquin <gmarroquin@carsonca.gov>  
**Sent:** Monday, November 27, 2023 1:03 PM  
**To:** Roobik Galoosian <RGaloosian@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>  
**Cc:** Tim Grierson <Tgrierson@carsonca.gov>; Maria Cortez <MCortez@carsonca.gov>  
**Subject:** RE: Lighthouse Insurance

Good afternoon,

Attached is the revised COI that we had been waiting for weeks. Please let me know if this one is approved. The City of Carson and Lighthouse are listed as additional insureds.

Thank you,  
Gloria

---

**From:** Roobik Galoosian <RGaloosian@carsonca.gov>  
**Sent:** Tuesday, October 31, 2023 3:24 PM  
**To:** Gloria Marroquin <gmarroquin@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>  
**Cc:** Tim Grierson <Tgrierson@carsonca.gov>  
**Subject:** RE: Lighthouse Insurance

Hi Gloria,

**INTERGENERATIONAL PROGRAM**

**Item No. 13. 2023-0839 RECOGNITION OF CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION**

**Item No. 14. 2023-0846 RECOGNITION OF CARSON WINNING 2023 EAGLE AWARD FROM PRISM**

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

**APPROVAL OF MINUTES**

**Item No. 15. 2023-0809 APPROVAL OF THE FOLLOWING CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES: OCTOBER 17, 2023 (REGULAR)**

CARSON CITY COUNCIL					
Approved as Recommended					
NOVEMBER 7, 2023					
1 <sup>ST</sup> :	2 <sup>ND</sup> :	AYES:	NOES:	ABSTAIN:	ABSENT:
JD	CH	5	0	0	0

Recommendation: Approve the minutes as listed.

**CONSENT (Items 16 to 33)**

CARSON CITY COUNCIL					
All Consent Items Approved as Recommended with the Exception of Those Items Pulled: Items 21 and 33					
NOVEMBER 7, 2023					
1 <sup>ST</sup> :	2 <sup>ND</sup> :	AYES:	NOES:	ABSTAIN:	ABSENT:
JD	CH	5	0	0	0

**Item No. 16. 2023-0832 Resolution No. 23-173, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS, AS FOLLOWS:**  
**TOTAL OF \$5,281,399.13 FOR GENERAL DEMANDS, CHECK NUMBERS 169894 THROUGH 170241.**  
**TOTAL OF \$225.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 1276 THROUGH 1276, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.**

**DECLARING ITS INTENTION TO GRANT A PUBLIC UTILITY PIPELINE FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS, LLC AND SETTING THE PUBLIC HEARING" (CITY COUNCIL)**

Recommendation:

TAKE the following action:

1. WAIVE further reading and ADOPT RESOLUTION NO. 23-122 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING ITS INTENTION TO GRANT A PUBLIC UTILITY PIPELINE FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS, LLC AND SETTING THE PUBLIC HEARING"

**Item No. 23. 2023-0582**

**CONSIDER APPROVING AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH LIGHTHOUSE 4KIDS, INC. (FORMERLY, THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN) TO AUTHORIZE A ONE-YEAR EXTENSION FOR CONTINUED PROVISION OF FREE SNACKS AND LUNCH DURING THE SUMMER AND FOR AFTERSCHOOL PROGRAMS AT THE CITY'S PARKS (CITY COUNCIL)**

Recommendation:

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Agreement (Exhibit No. 1; "Amendment No. 1"); and  
2. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

**Item No. 24. 2023-0833**

**CONSIDER ADOPTION OF RESOLUTION NO. 23-178 TO ALLOCATE \$276,486.67 IN PERMANENT LOCAL HOUSING ALLOCATION (PLHA) GRANT FUNDS FOR HOMELESS PREVENTION RENTAL ASSISTANCE INTO THE FISCAL YEAR 2023-24 BUDGET AND EXPRESSLY AUTHORIZE THE CITY MANAGER TO ADMINISTER DISBURSEMENT OF THE ASSISTANCE TO ELIGIBLE RESIDENTS**

Recommendation:

TAKE the following actions:

1. WAIVE further reading and ADOPT "RESOLUTION NO. 23-178, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2023-24 BUDGET TO ALLOCATE PERMANENT LOCAL HOUSING ALLOCATION FUND REVENUE" (Exhibit No. 2); and  
2. AUTHORIZE the City Manager or its designee to administer the program of processing individual applications for approval of disbursement of the PLHA homeless prevention rental assistance funds from the City to eligible applicants in accordance with a City Manager-approved policy, as may be amended from time to time.

**Item No. 25. 2023-0759**

**CONSIDER THE SERVICE LEVEL AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE**



## AMENDMENT NO. 2

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES** ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE ("Consultant"), is effective as of the 3rd day of December, 2024.

### RECITALS

A. City and Consultant, under the name "The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse," entered into that certain Agreement for Contract Services effective December 3, 2020 ("Agreement"), whereby Consultant agreed to provide meal and snack services for the City's youth summer and afterschool programs at no cost to City, using grant funding obtained by Consultant. The Agreement was for an initial term of three years, with City options to extend the term by up to two (2) one-year extension periods upon execution of a written amendment to the Agreement.

B. Effective December 3, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to (i) exercise the first of the City's two one-year options to extend the term of the Agreement and (ii) acknowledge and agree that although Consultant originally proposed for and entered into the Agreement stating that its name was "The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse," the correct, legal name of the business entity is and at all relevant times has been "Lighthouse 4kids, Inc., dba the Lighthouse," which is the entity that has been providing the services pursuant to the Agreement since the effective date thereof, and therefore City and Consultant modified the Agreement to use the proper legal name for Consultant, effective retroactively as of the Agreement effective date.

C. City now desires to exercise the second and last of its two one-year options to extend the term of the Agreement, thereby extending the term until December 3, 2025, and City and Consultant hereby intend to amend the Agreement to effectuate same.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

**"3.4 Term**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding **five (5)** ~~four (4)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit 'D'). ~~At City's option, and upon execution of a written amendment (duly~~

~~approved by City) to this Agreement, the initial four year term may be extended by up to one (1) one-year extension period."~~

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement (and as amended by Amendment No. 1). Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 on the date(s) set forth below, with express intent that this Amendment No. 2 be effective as of December 3, 2024.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_, 2024

**ATTEST:**

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj; pks]

**CONSULTANT:**

LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE

By: \_\_\_\_\_  
Name: Lisa Amos  
Title: President/Executive Director

Date: 11/6/2024, 2024

By: \_\_\_\_\_  
Name: Mary Range  
Title: Secretary  
Address: 30845 Burning Tree Drive  
Canyon Lake, CA 92587

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.



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer

Subject: CONSIDER APPROVAL OF CHARGEPOINT AGREEMENT AND A PURCHASE ORDER TO CHARGEPOINT FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT AND NETWORK SERVICES (CITY COUNCIL)

### I. SUMMARY

The Charge Ready Transport Program (CRT), offered by Southern California Edison (SCE), aims to expand the electrification transportation sector. It does this by installing the necessary electric infrastructure for charging plug-in buses, medium- and heavy-duty trucks, forklifts, and other non-road cargo handling equipment. Additionally, the program provides rebates for the purchase of charging stations.

Under the CRT Program, SCE will perform infrastructure work on the utility side as well as specific work on the customer side of the meter at no cost to the City. This work includes electrical design, permitting, construction, and installation of electrical equipment such as transformers, switchgear, meters, cabinets, underground conduits, conductors, and other related components at the site. SCE will own and maintain the electrical equipment they install through the program to ensure that it remains in good working condition.

The City Council has already approved the Charge Ready Transport Program Participation Agreement and concept plans for this project. The City is responsible for procuring, installing, and maintaining the Electric Vehicle (EV) charging equipment for ten years.

The cost for the purchase, installation, commissioning, network, extended warranty, and other ancillary services for four EV charging stations is \$68,948.50 plus tax. However, the requested purchase order amount is not to exceed \$100,000 to account for other equipment and services that the City may need for other City-owned and operated EV charging equipment.

Additionally, the City is eligible for a charging equipment rebate estimated at \$12,600. SCE is expected to provide the city with this rebate after the charging equipment is installed and commissioned.

### II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the ChargePoint Quotation and AUTHORIZE the City Manager to execute the Quotation subject to approval as to form by the City Attorney.
2. APPROVE the ChargePoint Master Services and Subscription Agreement incorporated by reference into the Quotation.
3. APPROVE ChargePoint Terms and Conditions of Purchase incorporated by reference into the Quotation.
4. APPROVE ChargePoint Support Services Terms and Conditions incorporated by reference into the Quotation.
5. APPROVE ChargePoint Installation, Commissioning, and Activation Scope and Terms incorporated by reference into the Quotation.
6. APPROVE ChargePoint Terms of Services for ChargePoint Accounts.
7. AUTHORIZE the Purchasing Manager to issue a Purchase Order to ChargePoint in an amount not to exceed \$100,000.00.

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

### **IV. BACKGROUND**

The City Council has approved participation in SCE's Charge Ready Transport Program, which provides no-cost electrical infrastructure for new EV charging stations. As part of this program, the City must select a network provider and EV charger from SCE's list of approved options. ChargePoint is one of the approved network providers and has submitted a quote to the City for four EV chargers, which includes installation, commissioning, a five-year parts and labor extended warranty, remote technical support, five-year cloud subscription service, and other necessary ancillary services.

The quotation (Exhibit No. 1) includes several terms and conditions incorporated by reference and must be accepted to proceed with the purchase. These agreements/terms and conditions which are not to be separately executed because they are considered to be part of the quotation, are attached as Exhibits 2 to 5. While the agreements contain standard boilerplate language from ChargePoint and are generally one-sided, ChargePoint is willing to discuss potential changes. However, this process may take some time, so staff will return to the Council with an amendment/addendum to the terms and conditions once this effort is complete.

If an amendment/addendum cannot be reached, the City Council should be aware of potential issues related to the following provisions:

1. ChargePoint's liability will not exceed the subscription fees paid by City in the 12 months prior to the event giving rise to the liability. The subscription fee amount for a 12-month period is estimated at \$2,500.00.
2. In order for ChargePoint to deliver services, ChargePoint has entered into at least one contract with a wireless carrier. The City is required to indemnify the wireless service carrier(s) against any claim for libel, slander, or any property damage, personal injury or death, in connection with use or failure to use the wireless service except where the claim results from the carrier's gross negligence or willful misconduct. In reality, however, the likelihood of City needing to indemnify the wireless carrier seems marginal at best.
3. The City is required to indemnify ChargePoint against claims resulting from or arising out of City's actual or alleged use of the ChargePoint services.
4. In the event of a dispute, venue is in Santa Clara, California. City anticipates this will be revised to Los Angeles County.
5. There's no obligation for ChargePoint to indemnify City including for claims that may be brought by a third party for intellectual property infringement associated with use of technology deployed for subscription services. IP infringement indemnity is one of the key protections City will seek to obtain through an amendment/addendum because claims of such nature could amount to tens of millions of dollars or more.
6. There's no obligation for ChargePoint to provide insurance protecting City against intellectual property infringement claims. This too will be one of the primary protections City will seek to obtain through an amendment/addendum.

The Terms of Service for ChargePoint Accounts (Exhibit No. 6) are included in this staff report. These terms pertain to accessing and using ChargePoint applications and services related to credit card transactions on their website.

The City is currently using ChargePoint products and services at its facilities for various projects and programs. To succeed in our electrification efforts, City staff believes maintaining a consistent selection of products and networks across all City-operated facilities is in the best interest of the City.

The City will utilize the Sourcewell Procurement Contract #042221 (Exhibit No. 7), and ChargePoint, Inc. will provide the same terms, conditions, and pricing outlined in the Sourcewell procurement contract to the City of Carson.

A purchasing waiver (Exhibit No. 8) is also included, as detailed in 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 plan and procurement strategy for the four EV chargers designated for our bus fleet has been discussed and approved by both the Director of Public Works and the Director of Community Services. They are in support of moving forward with the project.

## **V. FISCAL IMPACT**

SCE will design and install the underground infrastructure necessary for the EV charging stations at no cost to the City. The total cost for the purchase, installing, commissioning, and networking of the above ground EV charging stations is not expected to exceed \$100,000. This project was identified in the 2024-2025 5-year Capital Improvement Plan, and funding is available in account no. 246-80-820-904-8008 for this expenditure.

Additionally, a rebate for the charging equipment is available and estimated at \$12,600. This rebate will be paid to the City after the charging equipment is installed and commissioned.

## **VI. EXHIBITS**

1. ChargePoint Quotation.
2. ChargePoint Master Services and Subscription Agreement.
3. ChargePoint Terms and Conditions of Purchase.
4. ChargePoint Support Services Terms and Conditions.
5. ChargePoint Installation, Commissioning, and Activation Scope and Terms.
6. ChargePoint Terms of Services for ChargePoint Accounts.
7. Sourcewell Procurement Contract #042221.
8. City of Carson - Purchasing Waiver.

**Attachments**

[Exhibit No. 1 - Quote.pdf](#)

[Exhibit No. 2 - ChargePoint-MSSA.pdf](#)

[Exhibit No. 3 - ChargePoint - Purchase Terms Conditions.pdf](#)

[Exhibit No. 4 - ChargePoint Support Services Terms Conditions.pdf](#)

[Exhibit No. 5 - ChargePoint-Install-Comm-Activate-Scope.pdf](#)

[Exhibit No. 6 - ChargePoint CC Terms.pdf](#)

[Exhibit No. 7 - Sourcewell Contract 042221.pdf](#)

[Exhibit No. 8 - Purchasing Waiver - 042221-CPI.pdf](#)

# Quotation

Driving a Better Way™  
chargepoint.com

**Sales Representative:** Drew Blake  
**E-Mail:** drew.blake@chargepoint.com  
**Telephone:**

**Quote Number:** Q-494773-1  
**Date:** 10/31/2024  
**Expires On:** 11/29/2024  
**Approved Payment Term:** Net 30

**Primary Contact:** Reata Kulcsar

## Bill To Address

The City of Carson  
701 E Carson Street  
Carson California 90745-2257  
United States

## Ship To Address

City of Carson  
City of Carson - Building B  
18620 S. BROADWAY  
Receiving Warehouse  
Carson California 90248  
United States

Product Name	Product Description	Qty	Regular Unit Price	Disc%	Customer Unit Price	Total Price
CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station, NA, DC Station, 62.5 kW, 2x Power Module, 1x CCS1 200A cable, 1x CHAdeMO 140A cable, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 2 year Parts Warranty	1	USD 31,250.00	20	USD 25,000.00	USD 25,000.00

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250, CPE280 and Power Link series.	1	USD 0.00	0	USD 0.00	USD 0.00



Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1	USD 13,650.00	0	USD 13,650.00	USD 13,650.00
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station. Does not apply to CPF50 stations. For activating 10-or-more stations per site call ChargePoint sales.	1	USD 249.00	0	USD 249.00	USD 249.00

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250-INSTALL-COMMISSIONING	<p>This service includes both the Installation and Commissioning of the Express CPE250 charging station. Customers must work with their contractor to perform all construction (the 'make ready') up to the point where stations can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's 'make ready' contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.</p>	1	USD 4,530.00	0	USD 4,530.00	USD 4,530.00

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-ENTERPRISE-DC-5	5 year Enterprise Cloud Plan for DC Stations. Subscription includes advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control, 24x7 Driver Support, and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports. Station Activation purchase required. Priced per port.	1	USD 5,400.00	0	USD 5,400.00	USD 5,400.00
CPCLD-FLEETENT-5	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	3	USD 2,160.00	0	USD 2,160.00	USD 6,480.00
CPF-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per CPF50 station.	3	USD 100.00	0	USD 100.00	USD 300.00

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPF-INSTALL-COMMISSIONING	Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and commission the station. This includes validating that the electrical capacity, transformers, panels, breakers, wiring, cellular coverage and station installation all meet ChargePoint published requirements and local codes. Upon successful commissioning, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Priced per CPF station.	3	USD 1,260.00	0	USD 1,260.00	USD 3,780.00
CPF50-L18-PEDMNT-CMK6-GW-USA	CPF50, USA, AC Station, 1x Type 1, 50A, 1 Phase, 5.5m/18', 1.8m/6' Cable Mgt, Pedestal, RFID, Cellular/WIFI, Vodafone e-SIM, UL, 2 YR Parts Warranty, Defaults to Essential cloud plan (T&Cs apply – see (1) MSSA and (2) cloud plan data sheet includes supplemental T&Cs) at USD \$140/yr, paid separately and in arrears, if an alternate cloud plan is not purchased.	3	USD 1,795.00	10	USD 1,615.50	USD 4,846.50
CPF-ASSURE5	5 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	3	USD 600.00	0	USD 600.00	USD 1,800.00

**Quote Total:** USD 66,035.50  
**Shipping Fee:** USD 2,913.00  
**Grand Total:** USD 68,948.50

## Quote Acceptance

- + Invoices are due and payable as per agreed payment terms.
  - + Each Assure and Cloud Plan subscription will commence one hundred eighty (180) days from invoice date.
  - + Customer to be invoiced at time of shipment.
  - + All prices are FCA ChargePoint warehouse(s).
  - + Sales tax in applicable states and shipping costs will be applied at time of invoicing.
  - + Pricing does not include installation or mounting services unless specifically quoted above.
  - + Customer confirms that the shipping and billing information provided in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
  - + The following ChargePoint terms and conditions are incorporated in this Quotation by reference in their entirety: (i) ChargePoint Master Services and Subscription Agreement found at [ChargePoint Master Services and Subscription Agreement | ChargePoint](#) ; (ii) ChargePoint Terms and Conditions of Purchase found at [ChargePoint Terms and Conditions | ChargePoint](#) ;(iii) ChargePoint Support Services Terms and Conditions found at: <https://www.chargepoint.com/legal/support-services/> ; and (iv) ChargePoint Deployment and Consulting Services Terms and Conditions found at <https://www.chargepoint.com/legal/deployment-consulting-services/>
  - + ChargePoint's sale of products/services is expressly conditioned on Customer's acceptance of ChargePoint terms and conditions stated or referenced in this Quotation. Any conflicting or inconsistent terms stated or referenced in any Customer purchase order or any such document are excluded and will not be binding and notice of objection to them is hereby given.
  - + This signed Quotation will act as a purchase order for the products/services detailed above and creates a binding contract between ChargePoint and Customer.
- The above terms govern this Quotation unless Customer has separate written agreement(s) executed by Customer and ChargePoint to govern the products/services referenced in this Quotation.

**By signing this Quotation, I hereby acknowledge that I am an authorized signatory and have read and agree to all the terms and conditions of this Quotation.**

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

**CHARGEPOINT®**  
**MASTER SERVICES AND SUBSCRIPTION AGREEMENT**

**IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES (“CPI”) WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.**

**IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.**

**1. AGREEMENT.**

**1.1 SCOPE OF AGREEMENT.** This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

**1.2 EXHIBITS AND PRIVACY POLICY.** This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

**2. DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

**2.1 “Affiliate”** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

**2.2 “APIs”** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

**2.3 “ChargePoint Connections”** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.



**2.4** **“ChargePoint®”** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

**2.5** **“ChargePoint Services”** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

**2.6** **“ChargePoint Application”** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

**2.7** **“Charging Station”** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

**2.8** **“Content”** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

**2.9** **“CPI Marks”** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

**2.10** **“CPI Property”** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

**2.11** **“Documentation”** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

**2.12** **“Effective Date”** means the earliest of (a) the effective date of Subscriber’s initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber’s first use of the ChargePoint Services.

**2.13** **“Intellectual Property Rights”** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

**2.14** **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

**2.15** **“Party”** means each of CPI and Subscriber.

**2.16** **“PII”** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

**2.17** **“Provisioning”** means activating Charging Stations, warranties and Cloud Plans on ChargePoint.

**2.18** **“Rights”** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights

Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

**2.19 "Cloud Plan(s)"** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

**2.20 "Subscriber Content and Services"** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

**2.21 "Subscriber Marks"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

**2.22 "Subscription Fees"** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

**2.23 "Taxes"** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

**2.24 "User"** means any person using a Charging Station.

**3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS.** A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

**4. CPI'S RESPONSIBILITIES AND AGREEMENTS.**

**4.1 OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

**4.2 LIMITATIONS ON RESPONSIBILITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

## **5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.**

### **5.1 GENERAL.**

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

**5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

**5.3 CHARGEPOINT CARDS.** Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

### **5.4 USE RESTRICTIONS AND LIMITATIONS.** Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) use or permit use, by an act or omission, ChargePoint's trademarks or other intellectual property in any manner that degrades, disparages or reflects adversely on ChargePoint or its business or reputation or that would be detrimental to the ChargePoint trademarks or their associated goodwill;

(j) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(k) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(l) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(m) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(n) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(o) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

## **5.5 CONTENT.**

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

## **6. SUBSCRIPTION FEES AND PAYMENT TERMS.**

**6.1 SUBSCRIPTION FEES.** If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

**6.2 LATE PAYMENTS.** Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

## **7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.**

**7.1 CPI PROPERTY.** As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

**7.2 SUBSCRIBER PROPERTY.** As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

**7.3 LIMITED LICENSE TO SUBSCRIBER.** CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

**7.4 LIMITED LICENSE TO CPI.** Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

**7.5 ADDITIONAL TERMS REGARDING CPI MARKS.**

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;



(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI; or

(vi) on any Charging Station that, after ten (10) days' written notice from ChargePoint, continues to malfunction or is otherwise improperly maintained in a manner that ChargePoint reasonably determines reflects poorly on ChargePoint or is likely to cause harm to ChargePoint's brand, reputation or business. If any Charging Station continues to malfunction or is otherwise improperly maintained as such, in addition to any other remedies available to it under this Agreement or under applicable law, ChargePoint shall have the right to have the Charging Station not discoverable or visible by the general public, including but not limited to ChargePoint account holders, on any interface (e.g., mobile application) that accesses the ChargePoint Network.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **REMOVAL OF CPI MARKS FROM SUBSCRIBER CHARGING STATIONS.** If at any time Subscriber fails to comply with any of the prohibitions set forth in Section 7.5(b) or any restrictions set forth in Section 5.4, ChargePoint shall have the right, in addition to any other remedies available to it under this Agreement or under applicable law, upon five (5) days' written notice to Subscriber, to itself or through a third-party representative, without notice to or additional permission from Subscriber, enter Subscriber's premises for the purpose of removing or covering any or all CPI Marks, which may include covering the Subscriber Charging Station in its entirety.

(e) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

## **8. LIMITATIONS OF LIABILITY.**

**8.1 DISCLAIMER OF WARRANTIES.** CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER

WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

**8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS.** Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

**8.4 LIMITATION OF LIABILITY.** CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

**8.5 CELLULAR CARRIER LIABILITY.** IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

**8.6 ADDITIONAL RIGHTS.** BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES

GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. TERM, RENEWAL AND TERMINATION.**

**9.1 TERM OF AGREEMENT.** This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Cloud Plans.

**9.2 CLOUD PLAN TERM.** Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI's credit card policy, the renewal will be charged to Subscriber's payment method (credit card) on file, which may include any payment method automatically updated by Subscriber's issuing bank. If Subscriber's credit card is declined, invalid, or payment is not made by the issuer of Subscriber's credit card on Subscriber's Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

### **9.3 TERMINATION BY CPI.**

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

### **9.4 TERMINATION BY SUBSCRIBER.**

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

**9.5 REFUND OR PAYMENT UPON TERMINATION.** Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

**9.6 SURVIVAL.** Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

**10. INDEMNIFICATION.** Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

## **11. GENERAL.**

**11.1 AMENDMENT OR MODIFICATION.** CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

**11.2 WAIVER.** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

**11.3 FORCE MAJEURE.** Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

**11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement,

the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

<b>If Subscriber is domiciled in:</b>	<b>The CPI Entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Place of jurisdiction:</b>	<b>Forum:</b>
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

**11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS.** The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances,

renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively (“Regulatory Compliance Mechanisms”), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at [lcfnotification@chargepoint.com](mailto:lcfnotification@chargepoint.com).

**11.6 NOTICE REGARDING RIN DATA.** For Subscriber’s located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency (“EPA”) to permit vehicle charging data (“Charging Data”) collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers (“RIN”) under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the “RIN Data”) for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

**11.7 NOTICES.** Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber’s ChargePoint Services account; or (b) if by Subscriber, via electronic mail to [mssa@chargepoint.com](mailto:mssa@chargepoint.com).

**11.8 INJUNCTIVE RELIEF.** Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

**11.9 SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

**11.10 ASSIGNMENT.** Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective

successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

**11.11 NO AGENCY OR PARTNERSHIP.** CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

**11.12 ENTIRE AGREEMENT.** This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

**11.13 COPYRIGHT POLICIES.** It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

**11.14 THIRD PARTY RESOURCES.** The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

**11.15 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

**11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.



**EXHIBIT 1**  
**FLEX BILLING TERMS**

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

**1. DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

**1.1 “CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

**1.2 “Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

**1.3 “Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

**1.4 “Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

**2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

**2.1. SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

**2.2 DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

**2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** Unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually, unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check), Subscriber agrees to bear the reasonable costs related to such request.

**3. TAXES.** If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

**EXHIBIT 2**  
**API TERMS**

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

## **2.3 REQUIRED INFORMATION.** Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

**2.4 REPORTING.** Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

## **3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.**

**3.1 MANDATORY CPI BRANDING.** Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

## **3.2 RESTRICTIONS.** Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

**EXHIBIT 3**  
**TERMS REGARDING GRANTING OF RIGHTS**

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

**1. ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

**1.1 “Rights Grantor”** means Subscriber.

**1.2 “Rights Grantee”** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

**2. TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

**2.1 LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

**2.2 RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

**2.3 NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

## TERMS AND CONDITIONS OF PURCHASE

### 1. Placement of Orders.

A. Purchase of Products. These Terms and Conditions of Purchase ("**Terms**") govern the purchase of (i) ChargePoint's hardware products, including without limitation, electric vehicle charging station(s) ("**ChargePoint Hardware**"), and/or (ii) third party-provided hardware sold by ChargePoint ("**Third Party Hardware**") (subsections A(i) and A(ii) herein are collectively defined as "**Products**") by you or the legal entity you represent ("**Company**") from the applicable ChargePoint entity as defined in Section 7.G below ("**ChargePoint**"). ChargePoint and Company are collectively defined as "**Parties**," and each are individually a "**Party**." Company's purchase of Products from ChargePoint shall be legally binding by a written Accepted Order specifying the quantity and model of Products to be purchased and requested delivery schedule (which, absent agreement between the Parties, shall be a date that is no less than sixty (60) days after the date of the applicable Accepted Order). Company's purchase of Products is subject to the terms and conditions described in these Terms. In the event there are terms and conditions in the Accepted Order that conflict with these Terms, then these Terms will supersede and control in such event. Company acknowledges and agrees its purchase of Third Party Hardware may be subject to additional terms and conditions and/or different warranty coverage than the Warranty (as defined below) – see <https://www.chargepoint.com/legal/support-services> ("**Third Party Warranty Terms**") for further details.

B. Acceptance of Purchase Orders. All purchase orders, and modifications to purchase orders, for Products are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be legally binding on ChargePoint until it is accepted in writing by ChargePoint ("**Accepted Order**"). ChargePoint agrees to use commercially reasonable efforts to notify Company of Accepted Order(s) or rejection of purchase orders within ten (10) business days after receipt thereof. Accepted Orders are non-cancelable, non-returnable, and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments of Products to Company if Company exceeds its applicable credit limit (if any), has not provided prepayment (if applicable), is in violation of its payment obligations to ChargePoint, and/or otherwise is in material breach of these Terms.

D. Stations Require Subscription to Cloud Services. Products are designed to work with ChargePoint's cloud-based services ("**Cloud Services**"). Company's access to and use of Cloud Services requires its acceptance of the then-current version of ChargePoint's Master Services and Subscription Agreement, which may be updated from time to time by ChargePoint.

### 2. Delivery

A. Shipping Costs; Terms. All shipment of Products, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint's warehouse. Notwithstanding the foregoing, certain Products, including without limitation Third Party Hardware, may ship directly from the manufacturer of such Products or from a third party as authorized by such manufacturer. In such cases, shipping shall be FCA applicable third party's warehouse. Company is responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs

associated with the shipment of Products to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to the delay in delivery of the Products. Company's sole remedy for any material delay in delivery of the Products is to cancel the applicable order.

B. Transfer of Title. Delivery of Products to Company shall be completed upon delivery of the Products to Company's freight forwarder. Risk of loss and damage to Products shall pass to Company upon the delivery of such Products to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Products ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of the risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Products, including without limitation, the specifications of Products to be delivered pursuant to the applicable Accepted Order; provided that, such substitutions or modifications will not materially affect the Product's form, fit, function, or safety specifications.

### **3. Invoicing and Payment**

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Products; provided that, ChargePoint may condition Accepted Order(s) on such credit and/or prepayment terms that ChargePoint determines, in its sole discretion, is necessary for such Accepted Order(s), including without limitation, Company's prior payment history and/or the quantity size of the order. If there is any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective until Company has consented to such changes in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Products. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final, and Company shall have no right of return; provided that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable Accepted Orders are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "**Taxes**") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Products by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount



as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this section.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, then Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including without limitation, registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after Company's acceptance of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire, ACH transfer, or other form of electronic payment (acceptable to ChargePoint) to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion, without advance notice. ChargePoint may, in its discretion, (i) withhold further manufacture, performance or shipment; (ii) require immediate cash payments for past and future shipments or performance; (iii) require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and/or (iv) may, if shipment has been made, recover Products from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If the applicable Accepted Order requires or authorizes delivery of Products in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of such purchase order. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these Terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with these Terms. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in the applicable Accepted Order(s), ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties, or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend, and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any increases, changes, adjustments, or surcharges (including without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these Terms, shall be for Company's account.

I. Disputes. If Company disputes any portion or all of an invoice issued by ChargePoint,

then it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of such invoice. The undisputed portion of any issued invoice shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. If Company breaches these Terms, then ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise and subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the delivered Products. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by applicable law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, pay any court costs or expenses incurred by ChargePoint and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of Products if Company is more than thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate any order and/or shipment of Products if Company is more than sixty (60) days late in payment of an undisputed invoice.

#### 4. **Installation**

Unless otherwise agreed by the Parties in writing, Company shall be responsible, as between the Parties, for arranging for the installation and provisioning of the Products and any associated costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Products; provided that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING BETWEEN THE PARTIES, CHARGEPOINT IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION AND/OR PROVISIONING SERVICES OF THE PRODUCTS OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

Certain Products may require an onsite review and confirmation that the installation of Company's purchased Product(s) meet all ChargePoint specifications ("**Commissioning**"). Company's purchase of Commissioning is subject to and governed by the terms and conditions for Commissioning, which may be found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

#### 5. **Warranties/Limitation of Liability**

A. Warranty. ChargePoint Hardware is covered by the terms and conditions of ChargePoint's Standard Parts Warranty ("**Warranty**") and Third Party Hardware is covered by the terms and conditions of Third Party Warranty Terms, both may be found at <https://www.chargepoint.com/legal/support-services>. The applicable terms and conditions of the Warranty and Third Party Warranty Terms are hereby incorporated by reference into these Terms. Unless otherwise agreed by the Parties in writing, Third Party Hardware is covered by the terms and conditions of the warranty of the manufacturer of the applicable Third Party

Hardware, as described in the Third Party Warranty Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that to obtain Warranty-related and/or other maintenance services for ChargePoint Hardware after the expiration of the Warranty-related coverage for purchased ChargePoint Hardware, Company must purchase extended warranties and/or maintenance agreements 180 days prior to the expiration of the initial Warranty from either directly from ChargePoint or an authorized ChargePoint reseller or distributor. If the initial Warranty has expired more than 180 days, then Company will need to contact ChargePoint for eligibility requirements to purchase extended warranties and/or maintenance agreements for ChargePoint Hardware.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, NEITHER CHARGEPOINT NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE PRODUCTS, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT OR ITS SUPPLIERS BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE PRODUCTS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCTS.

E. Warranty Exclusions. Warranty and Third Party Warranty Terms are subject to certain exclusions as more fully described in the respective documents. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL APPLICABLE REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE PRODUCTS.

## 6. Intellectual Property

A. Restrictions on Use. Company shall not: (i) create derivative works based on the Products, (ii) copy, frame or mirror any part or content of the Products, (iii) reverse engineer any Products, and/or (iv) access or use the Products for any improper purpose whatsoever, including without limitation, to (1) build a competitive product or service, and/or (2) copy any features, functions, interface, graphics or “look and feel” of the Products.

B. Ownership of Intellectual Property. As between the Parties, all right, title and interest in and to any intellectual property related in any way to the ChargePoint Hardware is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term “intellectual property” shall mean, all of a Party’s patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

## 7. General

A. Attorneys’ Fees. If any action at law or in equity is necessary to enforce these Terms, the prevailing Party shall be entitled to reasonable attorneys’ fees, costs, and expenses in addition to any other relief to which the prevailing Party is otherwise entitled.

B. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

C. Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect such Party’s full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. If any provision of these Terms shall become unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their successors, executors or administrators; provided however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other Party in its reasonable discretion; provided however, that Company and

ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, “**Acquisition Transactions**”). Notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint’s prior written consent, which shall be subject to its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by these Terms required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other Party or delivered to the address for each Party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the Parties.

G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into these Terms with the Company, the address to which Company should direct notices under these Terms, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where Company is domiciled as follows:

If Company is domiciled in:	ChargePoint Entity entering into these Terms with Company:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These Terms, and any disputes related to these Terms, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company’s violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with these Terms shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience

in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the Parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing Party in any dispute arising out of these Terms shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each Party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto (if any) constitute the entire agreement between the Parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each Party.

I. English Language Governs. Where ChargePoint has provided Company with a translation of the English language version of these Terms, Company agrees that such translation is provided for its convenience only and that the English language version of these Terms governs Company's relationship with ChargePoint. If there is any conflict between the applicable translation and the English language version of these Terms, it is the express wish of the Parties these Terms and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

## CHARGEPOINT ASSURE

### TERMS AND CONDITIONS OF SERVICE

ChargePoint Assure (“**Assure**”) is a full service and support program offered by the applicable ChargePoint entity found in Section 15 below (“**ChargePoint**”). Assure is designed specifically for your electric vehicle charging station purchased from ChargePoint or its representatives and qualified for Assure coverage (“**Charging Station**”). With your Assure coverage, ChargePoint and its operations and maintenance partners (“**O&M Partners**”) will provide the parts, labor, and other services indicated in these Assure Terms and Conditions of Service (“**Agreement**”). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives. For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit <https://chargepoint.com/products/service>.
  - a. **Parts:**
    - Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
    - Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station’s published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.
  - b. **Service and Labor:**
    - Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
    - Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.



- Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
- Coordinate all repairs necessary to have your Charging Station back up and running.
- Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
- Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
- Provide a standard monthly summary and quarterly detailed station usage and performance metrics.

c. **Charging Station Uptime Objective:**

- A 98% annual station uptime objective, which means the percentage of time that a Charging Station can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Charging Station; or (ii) start of your Service Term; provided that, such uptime objective is subject to the exclusions described in Section 6 (Exclusions from Coverage) herein. Any failure by Charging Stations to maintain the aforementioned annual station uptime objective shall not constitute a breach of this Agreement by ChargePoint. For the avoidance of doubt, the aforementioned annual station uptime objective does not apply to ChargePoint's cloud services.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring, or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations, including but not limited to any Skid Mounts. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, then ChargePoint has the right to bill back for all costs incurred related to the warranty service ("**Bill Back Costs**"). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel, and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your

cooperation. Specifically, you agree to:

- a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
  - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased ChargePoint's cloud Services subscription necessary for remote access.
  - c. Maintain your premises in accordance with all applicable laws, rules, and regulations.
  - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
  - e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
5. **COMMISSIONING:** ChargePoint will provide Assure service to your Charging Stations provided you have satisfied the Commissioning requirements provided herein. "**Commissioning**" means the process of validating that a Charging Station is operational and installed in accordance with ChargePoint's specifications.
- a. If you or your certified ChargePoint installer perform Commissioning, you are responsible for ensuring your Charging Stations are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or commissioning guides, published by ChargePoint ("**Product Specifications**"). ChargePoint reserves the right to perform a site audit to assess installation quality. ChargePoint may charge you for any costs associated with responding to an issue caused by your failure to install your Charging Stations in accordance with the Product Specifications discovered while performing Commissioning or any time after your Assure subscription has commenced. ChargePoint may suspend your Assure coverage until such installation defect has been remedied.
  - b. All ChargePoint DC charging equipment requires Commissioning to be performed by ChargePoint, or an O&M Partner designated by ChargePoint, prior to ChargePoint providing Assure services or meeting its commitments under this Agreement.
  - c. If your Assure Pro service, standard Assure service, ChargePoint's standard warranty, or ChargePoint's extended parts warranty (as applicable) for your Charging Stations has been expired for more than 180 days, to ensure that such Charging Stations have been installed and maintained in accordance with the applicable Product Specifications, a site readiness inspection by

ChargePoint or a ChargePoint O&M Partner may be required in order to renew Assure on those Charging Stations. Any such site readiness inspection or work necessary to bring the Charging Stations into compliance with the Product Specifications may be at your cost.

- d. Any relocation of your Charging Station from its original installation location (including but not limited to any approved transfer pursuant to Section 12 of this Agreement) will require a new Commissioning before the commencement or resumption of your Assure coverage for that Charging Station.

6. **EXCLUSIONS FROM COVERAGE:** Except as expressly provided otherwise under this Agreement, ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:

- a. Cosmetic damage such as scratches and dents.
- b. Normal aging or fading of colors due to exposure to the elements.
- c. Abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
- d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint or Commissioned as provided in Section 5.
- e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
- f. Vehicle to Charging Station interoperability or communication issues.
- g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.
- h. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed pursuant to the provisions of Section 5 of this Agreement.

7. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.

8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed,

and activated before the Service Term commences as described above, your Charging Stations will nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.

9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew automatically for successive one-year terms at the list price of the original Service Term, subject to increases and your right to terminate below (each a “**Renewal Term**”). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days’ written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for attorneys’ fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate this Agreement or (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice. Upon termination for cause pursuant to Section 11(i) or as provided for in Section 9 for a Renewal Term, ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.
12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it

was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.

13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "**Replacement Parts**") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
  - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
  - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

**16. AMENDMENT OR MODIFICATION:** ChargePoint reserves the right to modify this Agreement from time to

time. ChargePoint will provide notice of each such modification to you. Your continued use of Assure following such notice will constitute an acceptance of the modified Agreement.

17. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** Except for your payment obligations under this Agreement, neither party will be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake, explosion, or other natural disaster (irrespective of the affected party's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities (including but not limited to utility, transmission or power failures); breakdown of web host; breakdown or act or omission of internet or other service provider; breakdown or act or omission of common carriers; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the required material or components (a "**Force Majeure Event**"). .
19. **SEVERABILITY:** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT:** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
21. **NO AGENCY OR PARTNERSHIP:** ChargePoint, in the performance of this Agreement, is an independent



contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

22. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations, and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Assure coverage, the number of Charging Stations which Assure is ordered, the term of such Assure coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
24. **ENGLISH LANGUAGE AGREEMENT GOVERNS:** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.
25. **FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY.** Customer confirms having first been presented with and given the opportunity to examine a version of this Agreement in French. The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l'opportunité de réviser une version en français de la présente convention. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

## Standard Parts Warranty

### Our Promise

This Standard Parts Warranty (“**Warranty**”) is offered by the applicable ChargePoint entity or entities referenced under the “Additional Information” section below (“**CHARGEPOINT**”) pursuant to these terms and conditions for purchasers (“**you**” and “**your**”) of electric vehicle charging station-related hardware (“**Hardware**”) purchased from CHARGEPOINT or one of its authorized resellers for your own use and not for resale. The Warranty is transferrable and is valid for U.S.A. and Canada only. The Warranty may only be transferred in the event you are subject to a sale, acquisition, or other similar corporate transaction. Additionally, such transfer must occur within three (3) months after the date of the commencement of the applicable warranty, as further described below. The Warranty does not apply to CHARGEPOINT’S Home Flex products or any of its successor offerings (see CHARGEPOINT’S website for the applicable warranty for those products).

**If you have purchased CHARGEPOINT Assure coverage and your applicable Hardware have been installed in accordance with the requirements for CHARGEPOINT Assure coverage, CHARGEPOINT will provide to you CHARGEPOINT Assure coverage and will, among other things, perform the monitoring, triage, coordination, and on-site repair or replacement services described in the CHARGEPOINT Assure Terms and Conditions of Service, which are separate from these terms and conditions. If you did not purchase CHARGEPOINT Assure coverage and/or do not comply with the installation requirements, then your applicable warranty coverage will be limited to that described herein.**

**LIMITED TWO-YEARS PARTS WARRANTY:** Subject to the exclusions from warranty set forth below, CHARGEPOINT warrants that your (1) Hardware and/or (2) Hardware Accessory for your Hardware that you purchased from CHARGEPOINT, will be free from any defects in materials or workmanship for a period of two (2) years (“**Warranty Period**”). “**Hardware Accessory**” means the CHARGEPOINT-manufactured parts that are standalone and add-on parts that are used in connection with your charging station. Your Warranty Period for Hardware commences on the earlier to occur of (i) the date you activate your Hardware or (ii) six (6) months after the date your Hardware is shipped to you. Your Warranty Period for Hardware Accessory start after the date the applicable Hardware Accessory is shipped to you. If your Hardware and/or Hardware Accessory become defective during the Warranty Period, CHARGEPOINT will, upon written notice provided in accordance with these terms and conditions, either repair or replace, at CHARGEPOINT’s election, Hardware and/or Hardware Accessory. The Warranty covers both parts and factory labor necessary to repair your Hardware and/or Hardware Accessory but does not include any on-site labor costs related to un-installing or repair of the defective Hardware and/or Hardware Accessory or reinstalling the repaired or replacement Hardware and/or Hardware Accessory. Notwithstanding anything otherwise in this Warranty, CHARGEPOINT warrants that the CHARGEPOINT-manufactured upgraded parts and/or accessories for your Hardware and/or Hardware Accessory that you purchase after the initial purchase of the applicable Hardware and/or Hardware Accessory will be free from any defects in materials or workmanship for a period of six (6) months. This six-month warranty coverage for the CHARGEPOINT-manufactured upgraded parts and/or accessories will commence on the date the items are shipped to or picked up by you.

**PURCHASE OF EXTENDED PARTS WARRANTY.** You may purchase, prior to the end of the Warranty Period, additional years of warranty coverage for your Hardware and/or Hardware Accessory beyond the Warranty Period (“**Extended Parts Warranty**”). The terms and conditions of the Warranty shall govern the Extended Parts Warranty. Your purchase of Extended Parts Warranty includes CHARGEPOINT’s remote support service (“**Remote Support**”), as defined and governed in the separate Remote Support Terms and Conditions found at [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services) (“**Remote Support Agreement**”). With respect to Remote Support, in the

event of any inconsistency or conflict between the Remote Support Agreement and this Warranty, the Remote Support Agreement will prevail and control over this Warranty. CHARGEPOINT will send you an invoice for the coverage for Extended Parts Warranty that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased multiple years of the Extended Parts Warranty and have chosen the annual payment option, then CHARGEPOINT will invoice each annual payment on the anniversary date of your Extended Parts Warranty coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by CHARGEPOINT. Customer may not offset any amounts due to CHARGEPOINT hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CHARGEPOINT do not include any taxes and you are responsible for any and all such taxes. All payment obligations under the Extended Parts Warranty are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate.

**LIMITED OUT OF WARRANTY REPLACEMENT PARTS WARRANTY.** Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that any replacement parts for your Hardware and/or Hardware Accessory that are no longer covered under the Warranty Period, or Extended Parts Warranty as applicable, at the time of your purchase from CHARGEPOINT ("**Out of Warranty Replacement Parts**") will be free from any defects in materials or workmanship for a period of six (6) months ("**Out of Warranty Replacement Parts Coverage Period**"). Your Out of Warranty Replacement Parts Coverage Period commences on the date your Out of Warranty Replacement Part is installed to repair the applicable Hardware and/or Hardware Accessory. If your Out of Warranty Replacement Part becomes defective during the Out of Warranty Replacement Parts Coverage Period, then CHARGEPOINT will, upon written notice provided in accordance with these terms and conditions, either repair or replace, at CHARGEPOINT's sole discretion, the Out of Warranty Replacement Part. The warranty that applies to your Out of Warranty Replacement Part covers the cost to replace your defective Out of Warranty Replacement Part and associated shipping costs but does not include any on-site labor costs related to un-installing or repair of the defective Out of Warranty Replacement Part or reinstalling the repaired or replacement for the Out of Warranty Replacement Part.

## Follow These Easy Steps to Obtain Warranty Service

1. Contact CHARGEPOINT to activate your applicable warranty through the installation and activation process, if applicable, for your Hardware.
2. If during the term of your applicable warranty you believe you have an item that ceases to properly function per CHARGEPOINT'S specifications ("**Non-Functional Item**"), then contact Customer Service at <https://www.chargepoint.com/support> and request warranty service from CHARGEPOINT. At the time of your call, CHARGEPOINT will determine if your issue can be resolved remotely or will require a replacement item ("**Replacement Item**").
3. If your issue cannot be resolved remotely, to ensure prompt and proper diagnosis and repair physical on-site troubleshooting of suspected defects, and coordination with CHARGEPOINT, must be performed by an electrician at your sole expense. If CHARGEPOINT determines that the defect appears to be covered by your applicable warranty and such warranty is still in effect, CHARGEPOINT will ship the Replacement Items to you or an electrician you designate. If CHARGEPOINT requires the return of the Non-Functional Item, CHARGEPOINT will provide to you a Return Material Authorization ("**RMA**") number for you to reference when you return the Non-Functional Item for repair or replacement. You will be responsible for the receipt of Replacement Items and the return of the applicable Non-Functional Item. As part of the applicable warranty service process, you will be asked for the following:
  - a. A detailed description of the problems you are experiencing with the applicable item;

- b. The model number and serial number of the applicable item;
  - c. Proof of purchase (such as a copy of the CHARGEPOINT invoice for the applicable item); and
  - d. Shipping information
4. CHARGEPOINT will ship you the Replacement Item, at no charge to you, along with any RMA instructions. You will be responsible for the on-site labor to un-install, repair, and reinstall your Replacement Item.
  5. Subject to CHARGEPOINT'S return policy referenced below, you may be required to ship the Non-Functional Item to CHARGEPOINT in accordance with any RMA instructions provided, including, without limitation, referencing the RMA number in the shipping documentation or on the shipping container. The Non-Functional Item must be returned in a shipping container (e.g. shipping container for the Replacement Item) designed to prevent damage to those items. All Non-Functional Items, whether covered under the applicable warranty or not, become the property of CHARGEPOINT.
  6. If you do not return the Non-Functional Item in accordance with CHARGEPOINT'S return policy referenced below, CHARGEPOINT may invoice you for the value of the Replacement Item.
  7. For more information on CHARGEPOINT's return policy ("**Return Policy**") as it applies to the applicable warranty service, please visit [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services). The Return Policy is incorporated by reference into these terms and conditions.

## IMPORTANT

1. You are responsible for the proper installation and maintenance of the Hardware, Hardware Accessory, Replacement Item, and/or Out of Warranty Replacement Parts, including, without limitation, the de-installing of any such defective items sent to you.
2. Any service or repairs beyond the scope of the applicable warranty above will be performed upon your approval at CHARGEPOINT's then prevailing labor rates and other applicable charges.
3. Hardware, Hardware Accessory, Replacement Items, and/or Out of Warranty Replacement Parts that are found by CHARGEPOINT not covered by the applicable warranty or otherwise ineligible for warranty service will be returned, repaired, or replaced, at your expense and at CHARGEPOINT's standard charges, subject to your approval.
4. Please read carefully through the detailed descriptions of the applicable warranties above, the EXCLUSIONS FROM LIMITED PRODUCT WARRANTY, and the LIMITATIONS ON WARRANTY AND LIABILITY on the following pages to assure that your Hardware is eligible for the applicable warranty service without additional cost to you.

## REPLACEMENT ITEMS

You acknowledge that Replacement Items and/or Out of Warranty Replacement Parts provided by CHARGEPOINT under the applicable warranty may be remanufactured or reconditioned item. If the exact model of the applicable item is no longer manufactured by CHARGEPOINT, then the Replacement Item may be an item with substantially similar functionality. Any Replacement Items will be warranted for the remaining duration of the original Warranty.

## EXCLUSIONS FROM WARRANTY

IMPORTANT: The applicable warranty on your Hardware, Hardware Accessory, Replacement Item, or Out of Warranty Replacement Part shall not apply to defects or service repairs resulting from the following:

- Improper site preparation or maintenance, improper installation, lack of commissioning service (if applicable to your Hardware), cosmetic damage such as scratches and dents, or normal aging.

- Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the item in a way other than as specified in the applicable CHARGEPOINT documentation.
- Installation, alteration, disassembly, modification or relocation of the item that was not approved in writing by CHARGEPOINT or performed by CHARGEPOINT or by a certified CHARGEPOINT installer or service provider.
- Use of the item with software, interfacing, parts or supplies not supplied by CHARGEPOINT.
- Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- Any repeated or excessive damage caused by you or third parties, as determined by CHARGEPOINT in its sole discretion.
- Vehicle to charger interoperability or communication issues.
- Any other causes beyond the control of CHARGEPOINT.

IN ADDITION: The applicable warranty on your Hardware, Hardware Accessory, Replacement Item, or Out of Warranty Replacement Part shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered, or removed. THE APPLICABLE WARRANTY APPLIES ONLY TO YOUR HARDWARE, HARDWARE ACCESSORY, REPLACEMENT ITEMS, OR OUT OF WARRANTY REPLACEMENT PARTS AND NOT TO ANY CHARGEPOINT SERVICE PLAN. CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY CHARGEPOINT SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

## LIMITATIONS ON WARRANTY AND LIABILITY

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE APPLICABLE WARRANTY OBLIGATIONS OF CHARGEPOINT. THE REMEDIES UNDER THE APPLICABLE WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. CHARGEPOINT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OTHER THAN THE APPLICABLE WARRANTIES SET FORTH ABOVE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS WILL NOT EXCEED THE PRICE YOU PAID FOR THE APPLICABLE ITEM. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## ADDITIONAL INFORMATION

The ChargePoint entity entering into these terms and conditions with you, the address to which you should direct notices under these terms and conditions, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where you are domiciled as follows:

If you are domiciled in:	ChargePoint Entity entering into these terms and conditions with you:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These terms and conditions, and any disputes related to these terms and conditions, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of CHARGEPOINT, any disputes, actions, claims or causes of action arising out of or in connection with these terms and conditions shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CHARGEPOINT, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of these terms and conditions shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

The applicable warranties set forth in this document are the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.



## CHARGEPOINT REMOTE SUPPORT TERMS AND CONDITIONS OF SERVICE

Remote Support is a remote-based maintenance and support service (“**Remote Support**”) for your Charging Equipment (defined below). For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control. With your Remote Support coverage, ChargePoint, Inc. (“**ChargePoint**”) will provide Remote Support subject to the terms and conditions of this agreement (“**Agreement**”).

### 1. Defined Terms:

- a. **Acknowledgement:** means the earlier of (i) ChargePoint confirming an Incident based on Proactive Monitoring, or (ii) you report an Incident to ChargePoint’s technical support with sufficient information for ChargePoint to confirm the Incident, and such Incident is verified by Remote Support.
- b. **Applicable Law:** means any applicable and promulgated constitutional provisions, statutes, acts, codes, laws, rules, regulations, ordinances, orders, decrees, rulings, judgments or decisions of a governmental authority or arbitral body with competent jurisdiction.
- c. **Certification:** means that you or your Technician have completed the Training and are compliant with ChargePoint’s requirements for on-site maintenance in connection with Remote Support for the applicable Charging Equipment model(s).
- d. **Charging Equipment:** means ChargePoint’s commercial-grade electric vehicle charging equipment offerings, e.g. CPF50, CT4000, CPE250, EXPP PL1, EXPP PB.
- e. **Charging System:** means the combination of Charging Equipment required to dispense a single charge (e.g., a charging station or a power block and a power link).
- f. **Cloud Services:** means any of ChargePoint’s cloud plans, e.g. Power, Commercial, and Enterprise, made available for subscription by ChargePoint through a separate agreement.
- g. **Commissioning:** means the process of ensuring charging station hardware is installed and operational in accordance with the Product Specifications.
- h. **Cosmetic Impairment:** means the occurrence of an Incident that (i) does not impair, limit, or modify the operation of the Charging Equipment, and (ii) does not prevent a Port from energizing a vehicle.
- i. **Customer Damage:** means (a) any Damage to Charging Equipment due to your action or inaction or (b) failure on your part to comply with any Customer Responsibilities as set forth in Section 3.
- j. **Damage:** means physical harm to the hardware components of any Charging Equipment which impairs, limits, or modifies (1) ChargePoint’s ability to provide Remote Support to such Charging Equipment; and/or (2) the operation or use of such Charging Equipment so as not to operate in conformance with its applicable Product Specifications.
- k. **Defect:** means any deficiency, whether latent or in the design, engineering, manufacturing, workmanship or materials used in any Charging Equipment causing it to fail to comply in all material respects with the Product Specifications, excluding for all purposes hereunder, any Software Defects.

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ChargePoint, Inc. | 254 East Hacienda Ave | Campbell, CA 95008-6901 USA  
408.841.4500 or toll-free 877.370.3802 | [info@chargepoint.com](mailto:info@chargepoint.com) | [www.chargepoint.com](http://www.chargepoint.com)

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- l. **Extended Warranty:** means ChargePoint's Extended Parts Warranty (as defined in the Warranty) as described in the Warranty, a copy of which may be found here: <https://www.chargepoint.com/legal/warranty-na>
- m. **Incident:** means an occurrence of a service-related field issue with Charging Equipment identified by Remote Support or subsequently verified by Remote Support once you report an Incident.
- n. **Partner Portal:** means the online system made available by ChargePoint to you or your Maintenance Provider (as applicable) for the issuance, acceptance and closure of Work Orders to resolve and track Incidents requiring onsite intervention.
- o. **Port:** A charge connector or plug that is independently energizable (i.e., can dispense energy) at some power level, simultaneously or sequentially with another plug on the same dispenser.
- p. **Proactive Monitoring:** means ChargePoint's ongoing remote monitoring and interpretation of station sensor data, signals, faults, and alarms to detect Incidents prior to or after they occur.
- q. **Product Specifications:** means the product specifications applicable to your Charging Equipment as published or made available by ChargePoint.
- r. **Maintenance Provider:** means a third-party maintenance provider selected by you that has completed the Training and who employs Technicians.
- s. **Remote Diagnostic Time:** means the period from Acknowledgement to (1) issuance of a Work Order signifying ChargePoint's determination that onsite intervention is necessary; or (2) identify if the Incident is software-related.
- t. **Replacement Parts:** shall have the meaning provided in Section 13.
- u. **Response Time:** means the period from Acknowledgment to ChargePoint's provision of a response and confirmation that ChargePoint has started troubleshooting & diagnosis.
- v. **Spare Parts:** means field replaceable parts required for repair of Charging Equipment.
- w. **Software Defect:** means any defect, deficiency or "bug" in any software service, source code or platform, used, installed, or referenced by any Charging Equipment in connection with its operation or performance.
- x. **Service Levels:** shall have the meaning provided in Section 1 of Exhibit 1.
- y. **Service Level Table:** shall have the meaning provided in Section 1 of Exhibit 1.
- z. **Technician:** means an employee of your Maintenance Provider who has completed the Training.
- aa. **Third-Party Damage:** means any Damage to Charging Equipment due to the action or inaction of a party other than ChargePoint or you, including any Damage due to vandalism, accidents, and natural disasters.
- bb. **Training:** means the required ChargePoint maintenance training and certification course, as indicated by ChargePoint on its online learning portal, for you and/or the Maintenance Provider to provide the onsite-maintenance labor described in Section 5 (On-Site Maintenance).

cc. **Warranty:** means ChargePoint's current warranty terms and conditions, a copy of which may be accessed here: <https://www.chargepoint.com/legal/warranty-na>.

dd. **Work Order:** means a set of written instructions identified by Remote Support to address required on-site maintenance and that is submitted by ChargePoint to you or your Maintenance Provider through the Partner Portal.

2. **CHARGEPOINT RESPONSIBILITIES:** With ChargePoint Remote Support, ChargePoint agrees to do each of the following:

- a. Provide Proactive Monitoring of your Charging Equipment.
- b. Perform remote diagnosis and troubleshooting, subject to the Service Levels, with respect to your Charging Equipment.
- c. For the avoidance of doubt, you acknowledge and agree that any Replacement Parts are not provided in connection with Remote Support, rather in accordance with any Warranty and/or Extended Warranty that is applicable for your Charging Equipment.
- d. In the event ChargePoint determines an Incident requires maintenance, then ChargePoint will issue a Work Order to you, or the Maintenance Provider, identified in the Partner Portal to address such Incident.

3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Remote Support, ChargePoint needs your cooperation. Specifically, you and/or your Maintenance Provider (as applicable) agree to:

- a. Comply with all Commissioning requirements in Section 4.
- b. Comply with all On-Site Maintenance requirements in Section 5.
- c. Purchase and maintain an active Cloud Services subscription and permit ChargePoint to remotely access the Charging Equipment as necessary for remote diagnostics and troubleshooting support.
- d. Purchase and maintain the same level of Service Levels for all the Charging Equipment components that make up your Charging System.
- e. Adhere to the instructions provided in any Work Order.
- f. Keep ChargePoint updated as to any changes to your contact information and/or Maintenance Provider that may affect ChargePoint's ability to perform its obligations under this agreement.
- g. Provide prompt responses to ChargePoint employees or agents, as applicable, in connection with any follow-up, troubleshooting or requests for additional information in connection with any Incident response or Work Order.
- h. Keep the areas in which Charging Equipment are in a clean, safe, and orderly condition in accordance with reasonable commercial standards.
- i. Promptly notify ChargePoint of any suspected Defect with the Charging Equipment.

Failure to carry out your responsibilities under this Section 3 may void, as determined in ChargePoint's sole and reasonable discretion, ChargePoint's obligations pursuant to this Agreement, including, without limitation, the Service Levels. The determination of your compliance with the requirements set forth in this Section 3 shall be made solely by ChargePoint in its sole and reasonable discretion..

4. **COMMISSIONING REQUIREMENTS:** ChargePoint will provide Remote Support to your Charging Equipment, provided you have satisfied the Commissioning requirements provided herein.

- a. If you perform Commissioning, you are responsible for ensuring your Charging Equipment is installed in accordance with the Product Specifications published by ChargePoint. ChargePoint reserves the right to conduct onsite site readiness inspections. ChargePoint reserves the right to charge you for any costs associated with responding to an Incident caused by your failure to install your Charging Equipment in accordance with such Product Specifications discovered during any onsite site readiness inspections, while performing Commissioning, or during an Incident resolution. ChargePoint may suspend your Remote Support until such installation defect has been remedied.
  - b. All ChargePoint DC Charging Equipment requires Commissioning by ChargePoint or an authorized commissioning partner designated by ChargePoint prior to ChargePoint providing Remote Support and performing its obligations under this Agreement.
  - c. If your Remote Support, Assure Pro service, Assure service, Warranty, or Extended Warranty for your Charging Equipment has been expired for more than 180 days, a site readiness inspection by ChargePoint or a ChargePoint authorized partner may be required in order to renew Remote Support for the applicable Charging Equipment to ensure that such Charging Equipment was installed and operating in accordance with the applicable Product Specifications. Any such site readiness inspection or work necessary to bring Charging Equipment into compliance with the Product Specifications may be at your cost.
  - d. Unless otherwise approved by ChargePoint in writing, any relocation of your Charging Equipment from its original installation location will require a new Commissioning by ChargePoint or a ChargePoint authorized partner.
5. **ON-SITE MAINTENANCE REQUIREMENTS:** In order to perform on-site maintenance pursuant to a Work Order, you and/or Maintenance Provider must comply with the following:
- a. You shall designate a single maintenance contact, either an employee or Maintenance Provider, that will review and accept Work Orders through the Partner Portal. You are responsible for keeping this contact up to date. Any changes to your contact must be promptly updated in the Partner Portal. You are responsible for any issues, damages, or delays caused by your or your Maintenance Provider's failure to provide current contact information in the Partner Portal.
  - b. You and/or your Maintenance Provider must complete Training and have Certification in good standing. Any failure to Certify and/or maintain Certification on the part of you and/or your Maintenance Provider may result in ChargePoint's inability to provide Remote Support. In the event of such failure, you will continue to be charged for Remote Support during your and/or Maintenance Provider's failure to Certify and/or maintain Certification.
  - c. Perform, or ensure your Maintenance Provider performs, any maintenance under this Agreement as provided in the applicable Work Order and according to the Product Specifications and your Training.
  - d. You and/or Maintenance Provider are responsible for any on-site labor or maintenance requirements related to or arising from your Remote Support, including, without limitation, obtaining the necessary permits, licenses, certifications, insurance, and any payment of taxes.
  - e. You must promptly address the issues identified in the applicable Work Order. ChargePoint will not provide any Remote Support for additional or subsequent Incidents to the affected Charging Equipment until the original issue identified in the applicable Work Order has been completed and you or your Maintenance

Provider set the Work Order status on Partner Portal to completed. You are responsible for uploading any documentation required in the Work Order to the Partner Portal.

- f. You must contact ChargePoint once the onsite maintenance pursuant to a Work Order is completed so ChargePoint can validate that the Incident has been rectified and the applicable Work Order can be moved to closed status.

6. **EXCLUSIONS FROM REMOTE SUPPORT COVERAGE:** In order to provide Remote Support, ChargePoint must be able to access and monitor your Charging Equipment. ChargePoint shall not be responsible for any failure to meet the Service Levels if ChargePoint is unable to provide Remote Support due to any of the following exclusions:

- a. Your failure to perform an obligation or requirement described in Sections 3 or 4, or your material, uncured breach of the Agreement.
- b. Equipment other than Charging Equipment, including, without limitation, switch gear, wiring, cellular or WiFi devices; are not subject to Remote Support.
- c. Damage occurring as a result of (i) improper site preparation or site maintenance, (ii) improper Charging Equipment installation, alteration, modification, or attempted repair of any Charging Equipment without a licensed and trained electrician approved in advance by ChargePoint, (iii) any physical relocation of the Charging Equipment, (iv) improper use or operation not in compliance with published ChargePoint maintenance or operation manuals, or (v) lack of proper Commissioning.
- d. Damage occurring as the result of repeated or prolonged abuse, misuse, or neglect of the Charging Equipment.
- e. Charging Equipment that may become inoperable due to your and/or Maintenance Provider's failure to comply with the scope of work or instructions provided in the applicable Work Order.
- f. Any repeated or excessive Customer Damage or Third-Party Damage, as determined by ChargePoint in its sole discretion.
- g. Use of the Charging Equipment with any third-party software, interfacing, parts or supplies not supplied or approved, in writing by ChargePoint, in advance of use.
- h. Vehicle to charger interoperability or communication issues. ChargePoint will, in good faith, work with you and vehicle manufacturers to resolve vehicle-charger interoperability issues, provided, however, that such efforts will not be subject to the Service Levels.
- i. Damage to Charging Equipment resulting from an extreme power surge, extreme electromagnetic field, or any other acts of nature.
- j. Any Applicable Law, the effect of which would cause ChargePoint or any Charging Equipment to be noncompliant with such Applicable Law in the event ChargePoint provided any services in connection with an Incident as contemplated by this Agreement.
- k. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control, and not due to the fault or negligence of ChargePoint, that prevents ChargePoint from performing its obligations under this Agreement.

Revised November 2023

ChargePoint, Inc. | 254 East Hacienda Ave | Campbell, CA 95008-6901 USA  
408.841.4500 or toll-free 877.370.3802 | [info@chargepoint.com](mailto:info@chargepoint.com) | [www.chargepoint.com](http://www.chargepoint.com)

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In addition, you acknowledge and agree that you are solely responsible for any work, including, without limitation, the on-site maintenance pursuant to a Work Order, performed by you and/or your Maintenance Provider under this Agreement. ChargePoint is in no way responsible or liable for such work. The determination of the occurrence of any of the exclusions from coverage as set forth in this Section 6 shall be made solely by ChargePoint in its reasonable discretion.

7. **CUSTOMER ACKNOWLEDGEMENT:** You acknowledge and agree that in connection with the performance of its obligations under this Agreement, ChargePoint may use third-party agents and contractors separately engaged by ChargePoint. ChargePoint, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.
8. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Remote Support you believe you have Defective Charging Equipment, contact ChargePoint customer service at <https://www.chargepoint.com/support>.
9. **SERVICE TERM:** In the event you are purchasing Remote Support as a standalone service, i.e. without your purchase of Extended Warranty, each Remote Support subscription that you purchase for Charging Equipment will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the “**Service Term**”). In the event your Remote Support is provided through your Extended Warranty, your Remote Support will be coterminous with your Extended Warranty subscription. For greater certainty, to the extent applicable Charging Equipment is delivered, installed, and completes Commissioning before the Service Term commences as described above, the Charging Equipment will nevertheless have coverage under Remote Support and the Service Term will start at the expiration of the ninety (90) day period referenced above.
10. **RENEWAL:** Upon expiration of the Service Term, your Remote Support coverage will renew automatically for successive one-year terms (each, a “**Renewal Term**”) on the date of expiration of the current Service Term at the then current list price of a one-year renewal term of Remote Support applicable to your Charging Equipment unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Service Term or Renewal Term, as applicable. If this Agreement is not renewed due to your written notice of non-renewal, and is subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. Notwithstanding anything to the contrary herein, in the event ChargePoint discontinues Remote Support coverage for your Charging Equipment, your Remote Support subscription may not be renewed. Additionally, ChargePoint may, in its reasonable discretion, determine that it will not accept any renewal by you of your Remote Support services.
11. **PAYMENTS:** In the event Remote Support service is provided through your Extended Warranty, the terms found in your Extended Warranty shall govern with respect to any invoice and payment terms. In the event you have purchased Remote Support as a standalone service, ChargePoint will send you an invoice for the ChargePoint Remote Support subscription or other fees under this Agreement on or after the date the applicable Charging Equipment is shipped to you. Payment is due within thirty (30) days of the invoice date. All payments shall be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not set off any amounts due to ChargePoint hereunder against amounts due to you under this Agreement. Fees payable to ChargePoint do not include any applicable withholding, sales, use, or other similar fees or taxes imposed by any government (other than taxes on the net income of ChargePoint) (“**Taxes**”), and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late

payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by Applicable Law. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement or (b) refuse to provide ChargePoint Remote Support coverage until ChargePoint has received payment in full.

12. **MOVES OR TRANSFERS:** Your Remote Support coverage applies only to the Charging Equipment for which it was purchased. If you sell or otherwise transfer your Charging Equipment with an active Remote Support subscription to a third-party in accordance with Section 23, or that Charging Equipment is moved or otherwise transferred away from the original installation site, the Remote Support coverage may not be transferred without ChargePoint's prior written consent. In the event ChargePoint does provide its prior written consent to move or transfer Charging Equipment from the original installation site, Commissioning will be required for such new installation site prior to the commencement or resumption of any Remote Support coverage.
13. **REPLACEMENT PARTS AND STATIONS:** If applicable, any Spare Parts shall be provided by ChargePoint in accordance with your Warranty or Extended Warranty. Spare Parts or Charging Equipment that have been replaced (collectively "**Replacement Parts**") and are provided by ChargePoint pursuant to your Remote Support may be remanufactured or reconditioned Replacement Parts. If the exact Replacement Part is no longer manufactured by ChargePoint, then ChargePoint will use commercially reasonable efforts to provide Replacement Parts with substantially similar functionality to the defective Replacement Part. Any Replacement Parts provided under your Remote Support will become your property and all Replacement Parts returned to ChargePoint, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Remote Support for the remainder of your Remote Support coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **INDEMNIFICATION.** To the maximum extent allowed by law, you shall defend, indemnify, and hold ChargePoint, its officers, directors, agents, affiliates, distribution partners, licensors, and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Claims**") suffered or incurred by such indemnified parties resulting from or arising out of (a) your actual or alleged use of Remote Support; (b) your or your Maintenance Partner's negligence or willful misconduct (including the negligence or willful misconduct of you or your Maintenance Partner's agents, employees, or anyone for whom you or your Maintenance Partner are legally liable); (c) you or your Maintenance Partner's breach of this Agreement; or (d) you or your maintenance Partner's breach of Applicable Law. ChargePoint reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification under this Agreement.
15. **LIMITS ON LIABILITY:** This Section limits ChargePoint's liability under ChargePoint Remote Support. Please read it carefully.
  - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF REMOTE SUPPORT OR THE SERVICES CONTEMPLATED HEREUNDER, OR USE OF, OR INABILITY TO USE, THE CHARGING EQUIPMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER REMOTE SUPPORT WILL NOT EXCEED THE PRICE YOU PAID FOR REMOTE SUPPORT FOR THE THEN-CURRENT ANNUAL PERIOD OF REMOTE SUPPORT COVERAGE. THE LIMITATIONS SET FORTH



HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- b. Any failure on the part of ChargePoint to meet the Service Level shall not be considered a breach of this Agreement.

16. **TERMINATION:** You may terminate this Agreement without prejudice to any other remedy at law or equity if ChargePoint is in material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Upon termination for cause pursuant to Section 16, ChargePoint will refund a pro-rata portion of the fees you paid. Upon any termination for any other reason, you will not be entitled to a refund of any fees paid and will be responsible for any accrued and unpaid fees owed to ChargePoint.

**17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:**

The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to your domicile:

If Subscriber are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable governing laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum set forth in the table above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claims may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

18. **NOTICES.** Any notice required or permitted by this Agreement shall be sent to you by ChargePoint via electronic mail to the address indicated by you in your ChargePoint Cloud Services account.



19. **AMENDMENT OR MODIFICATION:** ChargePoint reserves the right to modify this Agreement from time to time. ChargePoint will provide notice of each such modification to you. Your continued use of Remote Support following such notice will constitute an acceptance of the modified Agreement.
20. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
21. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities; breakdown of web host; breakdown of internet service provider; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the requisite material or components (a "Force Majeure Event").
22. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
23. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding the foregoing, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you own and sell the real property where the Charging Equipment is installed, provided that any such purchasing entity assumes all your rights and obligations under this Agreement; provided further that, the purchasing entity does not violate any terms of this Agreement. In the event of any purported assignment in breach of this Section 23, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Any assignment under this Section 22 may necessitate updates to your contact information. ChargePoint is not responsible for any failure to meet its obligations under this Agreement caused by differences in such contact information arising from your assignment of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement (including the attached Exhibits) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Remote Support coverage, the number of Charging Equipment for which Remote Support is ordered, the term of such Remote Support coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
25. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English

language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

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## Exhibit 1: Service Level Terms

- SERVICE LEVEL OBLIGATIONS.** ChargePoint will use commercially reasonable efforts to provide the Response Times, Remote Diagnostic Times, and time coverage periods described in the Service Level Table (collectively the “Service Levels”) in connection with Remote Support for the severity levels described in the following service level table (“Service Level Table”):

Severity Level	Description	Service Level	
		Standard	Critical
1 – Outage	Can't charge (e.g., System Down)	1 Business Day Response Time 2 Business Day Remote Diagnostic Time 24x7 time coverage	1 Hour Response Time 12 Hour Remote Diagnostic Time 24x7 time coverage
2 – Impairment	Can charge but impaired, limited, or modified operation required (e.g., Reduced Power)	2 Business Day Response Time 3 Business Day Remote Diagnostic Time 8x5 time coverage	1 Business Day Response Time 2 Business Day Remote Diagnostic Time 8x5 time coverage
3 – non-Critical	All else (e.g., Inquiries, Cosmetic Impairment)	3 Business Day Response Time 8x5 time coverage	1 Business Day Response Time 8x5 time coverage

- EXCLUSIONS FROM SERVICE LEVEL OBLIGATIONS.** The Service Levels described in the Service Level Table are subject to the following exclusions:
  - Exclusions described in Section 6 of this Agreement.
  - Wait time by ChargePoint, before or after Acknowledgment, for you to provide ChargePoint additional information to qualify the issue, time to confirm dispatch, or time beyond the initial proposed dispatch date by ChargePoint.
- CONTACT INFORMATION.** You shall provide contact information for communicating with, and providing timely and accurate information and feedback to, ChargePoint in connection with Remote Support. You may update the contact information through your ChargePoint Cloud Services account.

## ChargePoint Return Policy for Warranty and Out-of-Warranty Parts

The goal of ChargePoint's return policy for in-warranty and out-of-warranty parts is to make it easy and fast for you (our customer) to repair or replace your ChargePoint charging stations and accessories, while reducing our impact to the environment and your costs by encouraging the return and refurbishment of Non-Functional Items whenever possible.

This return policy applies to Non-Functional Items under Warranty, Extended Parts Warranty, and/or of Out of Warranty Replacement Parts replaced pursuant to the terms and conditions of ChargePoint's Standard Parts Warranty found at: <https://www.chargepoint.com/legal/support-services> ("**Standard Parts Warranty**"). This return policy also applies to Non-Functional Items related to your initial purchase of parts for out-of-warranty repairs. Unless otherwise defined in this return policy, defined terms used in this return policy are defined in the Standard Parts Warranty.

### Advance Replacement

After you receive a Replacement Item through ChargePoint's warranty service (as described in the Standard Parts Warranty), or through the purchase of a Replacement Item for out-of-warranty repairs, ChargePoint may require, in its discretion, you to return the Non-Functional Item. If ChargePoint requires you to return the Non-Functional Item, then ChargePoint will provide to you a Return Material Authorization ("**RMA**") number for you to reference when you return the Non-Functional Item. Shipping charges, if any, will be described in the RMA instructions.

### Non-Return Policy

1. Most of ChargePoint's Replacement Items, when provided by ChargePoint and accompanied by an RMA for the Non-Functional Item, come with an associated charge assessed in case the Non-Functional Item is not properly returned ("**Non-Return Fee**"). The Non-Return Fee reflects the value of the applicable Non-Functional Item, created by refurbishing it to comply with ChargePoint's specifications.
2. Non-Return Fees only apply to RMAs issued for repairs performed with labor provided by Customer, whether such labor is done by Customer or a third party authorized by Customer. If ChargePoint provides the labor for repairs, whether such labor is done by ChargePoint or a third party authorized by ChargePoint, then no Non-Return Fee will be assessed to Customer.
3. Non-Return Fees are set at 50% of then-current retail price of the Replacement Item, unless determined otherwise by ChargePoint. Non-Return Fees are only invoiced if the Non-Functional item has not been returned in full (i.e. not all parts and components have been returned), or if the Non-Functional Item was returned to ChargePoint, but ChargePoint has determined that damage, due to your improper shipment packaging as part of the RMA, to the Non-Functional Item prevents ChargePoint from refurbishing such item.
4. When you return the Non-Functional Item to ChargePoint, you are required to write the RMA number on the outside of your return package and/or in the space provided on the shipping label, and include a copy of our RMA form. If instructions that are provided with your RMA conflict with

the instructions set forth in this return policy, then please follow the instructions provided with your RMA.

5. When ChargePoint receives your Non-Functional item, ChargePoint will inspect it to verify that all parts have been returned and determine whether it can be refurbished and if not, whether the damage preventing refurbishment is due to improper packaging.
6. The Non-Return Fee is refunded in full, minus any missing or misused parts, once the returned Non-Functional Item passes inspection. ChargePoint does not invoice for the Non-Return Fee until 30 days after shipment of the Replacement Item if the Non-Functional Item is not returned, or upon failing inspection. If the Non-Functional Item is returned within 30 days after shipment of the Replacement Item and passes the inspection described in point 5 above, you will not be invoiced for the Non-Return Fee. Returned Non-Functional Items must be complete and free of damage due to improper packaging that prevents refurbishment for you not to be invoiced for the Non-Return Fee.
7. Returns of Non-Functional Items are accepted within 30 days after your purchase (this return window may be modified, from time to time, by ChargePoint), or provision under the applicable warranty, of the Replacement Item. Non-Functional Items returned must be the same as the unit specified in the RMA document, usually the same as the Replacement Item or a predecessor version.

## **Frequent Returned Non-Functional Item Rejection Causes**

The following are the most common reasons for ChargePoint to reject returned Non-Functional Items subject to the inspection described above. Please take care when returning your Non-Functional Items:

- Missing parts;
- Part number mismatch (Non-Functional Item returned does not match part number originally purchased, specified on the RMA); and/or
- Not packaged in the manufacturer's box for the original or replacement part, or other packaging that prevents damage in transit.

## CHARGEPOINT MASTER SUPPORT SERVICES TERMS AND CONDITIONS

- 1. Description of Support Services.** These ChargePoint Master Support Services Terms and Conditions (“**Agreement**”) governs the provision of Support Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer (“**you**” and “**your**”). Each subscription plan for Support Services (“**Subscriptions**”) provides Support Services-related coverage to you for the ChargePoint-covered charging stations and related hardware peripherals (“**Hardware**”) and may include a combination of remote support, parts and labor coverage, as further described in the applicable Support Scope and Terms. Each Subscription is offered by the applicable ChargePoint entity or entities referenced under “Entities” section below and is valid for US and Canada only. The scope of this Agreement is only for Support Services and does not include other services offered by ChargePoint (e.g., ChargePoint cloud plans) or products not described in the applicable Support Scope and Terms (e.g. ChargePoint’s Home Flex products or any of its successors). “**Support Services**” shall mean the service(s) provided to you subject to this Agreement and the applicable ChargePoint Support Services Scope and Terms (“**Support Scope and Terms**”) found at [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services). This Agreement and Support Scope and Terms may be amended from time to time by ChargePoint.
- 2. Subscriptions.**
  - 2.1 Service Term and Renewal.** Each Subscription that you purchase will commence ninety (90) days after the invoice date of such Subscription and will continue for the term purchased via the applicable invoice or purchase order (“**Service Term**”). ChargePoint will send you an invoice for your Subscription on or after the date the applicable Hardware is shipped to you. Upon expiration of your initial Service Term, your Subscription will renew automatically for successive one-year periods (each a “**Renewal Term**”). Renewal Terms will commence on the date of the expiration of the initial Service Term or prior Renewal Term, as applicable
  - 2.2 Transfer.** If you sell or divest yourself of the applicable Hardware and wish to transfer or otherwise assign in any manner the applicable Subscription a third party, then you must provide 60 days prior written notice to ChargePoint of such sale or divestiture of Hardware. Failure to provide such prior notice will void the applicable Subscription for any successor third party.
  - 2.3 Commencement.** Your Hardware will be covered by the applicable Subscription starting after the Hardware has been delivered, installed, and activated (subject to the applicable requirements of ChargePoint) and until the end of the Service Term. Note that certain Hardware and corresponding Subscriptions may require you to fulfill certain activation obligations prior to the commencement of the applicable Support Services (for more details see the Installation, Commissioning and Activation Scope and Terms located at [www.chargepoint.com/legal/deployment-consulting-services](http://www.chargepoint.com/legal/deployment-consulting-services)) (“**Deployment and Consulting Scope and Terms**”).
  - 2.4 Term and Termination.** This Agreement and applicable Support Scope and Terms shall remain in full force and effect until completion of Service Term or Renewal Term, subject to earlier termination as set forth below. Either party may terminate this Agreement if the other party is in material breach of any of its obligations under this Agreement (which shall include without limitation any nonpayment by customer of fees due for Services) and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Either party may terminate this Agreement immediately upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party and has not been dismissed within 60 days

of such filing. ChargePoint may terminate this Agreement upon written notice in the event that any law or regulation prevents or materially impedes the performance of Support Services. All sections of this Agreement which by their nature should survive termination and/or expiration of this Agreement shall survive such termination and/or expiration.

If you exercise the termination rights described in this section, then you acknowledge and agree (a) you will be required to pay ChargePoint the full balance of fees you owe for the then-current Subscription; and (b) if you prepaid for the then-current Subscription, then you are not entitled to, and ChargePoint is not obligated to provide you in any manner, a refund of such prepayment. If you wish to terminate your Subscription pursuant to this section, ChargePoint will issue a pro-rata refund of any funds paid from the effective date of termination to the end of the applicable Service Term or Renewal Term. For termination for any other reason, you will not be entitled to any refund.

**2.5 Reinstatement Fee.** If you terminate the applicable Subscription during a Renewal Term and wish to reinstate such Subscription at a later date, such reinstatement will be subject to the payment of fees for the time period that lapses after such termination and prior to the reinstatement, plus any reasonable reinstatement fees charged by ChargePoint.

**2.6 Payment.** Payment for Subscriptions is due within thirty (30) days of the invoice date. All payment obligations are non-cancelable and non-refundable. Late payment shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by the applicable jurisdiction. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount is more than thirty (30) days overdue, ChargePoint may (a) terminate the applicable Subscription or (b) withhold Subscription coverage until ChargePoint has received payment in full. All payments shall be made in U.S. Dollars (or if you are based out of Canada, Canadian dollars) and may be made by wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement and/or Support Scope and Terms. Fees payable to ChargePoint do not include any taxes, and you are responsible for all such taxes.

**2.7 Purchase after Activation.** If you wish to purchase a Subscription after the activation of the applicable Hardware, then you will need to provide ChargePoint written evidence that there are no outstanding repair or defect issues with such Hardware. Approval of the activation of Subscription, as described in this section, will be at ChargePoint's sole discretion.

**2.8 Relocation of Hardware.** Any relocation of Hardware from its original installation location (including, without limitation, to any approved transfer pursuant to Section 2.2) will require (a) re-Activation (as further described in the Deployment and Consulting Scope and Terms); and (b) re-Commissioning (as further described in separate the Deployment and Consulting Scope and Terms) if Hardware is a DC charging station.

**2.9 Maximum Service Term.** ChargePoint will not sell or make available Subscriptions beyond the useful life of the applicable Hardware, i.e., 10 years after its initial activation. ChargePoint, in its sole discretion, may amend from time to time the calculation of the useful life of any Hardware.

### **3. Support Services.**



**3.1 Coverage.** If included in your applicable Subscription, ChargePoint will provide parts and/or labor coverage for the applicable Hardware.

**3.2 Covered Hardware.** Unless otherwise described in the applicable Support Scope and Terms, only certain Hardware purchased from ChargePoint or an authorized ChargePoint distributor or reseller may receive Support Services. Please refer to the Scope and Terms for a list of Hardware covered by the applicable Subscription.

**3.3 Active Cloud Plan Requirement.** Unless otherwise described in the applicable Support Scope and Terms, you must maintain an active ChargePoint cloud plan to receive Support Services.

**3.4 Replacement Parts.** If the then-current Subscription provides “parts cost coverage” for replacement hardware components and/or Hardware that ChargePoint uses to repair and/or replace your defective Hardware (“**Replacement Parts**”), then Replacement Parts will be provided at no charge. You acknowledge and agree Replacement Parts may be remanufactured or reconditioned (a) hardware components of Hardware; or (b) Hardware if such Hardware is no longer manufactured; provided, that ChargePoint will use reasonable efforts to provide such Hardware that provides substantially similar functionality. Any Replacement Parts provided to you via a Subscription will become your property and all parts and/or Hardware returned by you or your authorized representative to ChargePoint in connection with any Support Services will become the property of ChargePoint.

**3.5 Your Responsibilities.** You agree to: (a) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to your requisite personnel and physical site, to address the required Support Services; (b) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Support Services; (c) maintain the physical site in which Hardware is located in accordance with all applicable laws, regulations and rules; and (d) keep the physical site in which Hardware is located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your sites and/or premises.

**3.6 Exclusions.** The following issues are not covered by Support Services:

- a. **Damage and Misuse.** Damage to Hardware caused by you and/or third parties, including, without limitation, abuse, negligence, vandalism, accidents, or any other events. In addition, any use of the Hardware in a manner that is not in compliance with the specifications of Hardware, as described in the applicable ChargePoint documentation.
- b. **Cosmetic Damage.** Cosmetic damage to Hardware such as scratches and dents.
- c. **Normal Aging and Discoloration.** Normal aging or discoloration of Hardware due to exposure to environmental elements.
- d. **Unapproved Deployment or Alteration.** Installation, operation, alteration, modification, or relocation of the Hardware or firmware incorporated in such Hardware that was not approved in writing by ChargePoint.
- e. **Force Majeure.** Force majeure events or unforeseeable circumstances beyond ChargePoint’s reasonable control that prevent ChargePoint from performing its Support Services-related obligations.
- f. **Lack of Commissioning.** DC charging station(s) that has not undergone Commissioning, as such term is described in Deployment and Consulting Scope and Terms.
- g. **Fraudulent Actions.** Fraudulent actions or omissions in connection with Support Services-related requests, e.g. removal or alteration of the serial number of the applicable Hardware.

- h. **Unapproved Interfaces.** Use of Hardware with software, interfaces, parts or supplies not approved in writing by ChargePoint.
- i. **Interoperability.** Vehicle-to-Hardware interoperability or communication issues, including, without limitation, testing on non-commercially available vehicles.
- j. **Timely Notification.** If you do not notify ChargePoint on a timely basis (as reasonably determined in ChargePoint's discretion) of the Hardware-related issue (e.g. inability to dispense energy) or impairments (can charge but impaired, limited or modified safe operation of the charger is required) as soon as you first become aware of such issue.
- k. **Certification.** If the installation or maintenance of Hardware is performed by a technician not certified by ChargePoint.
- l. **Hardware Not Covered by Support Services.** ChargePoint takes no responsibility or liability with respect to repairing, replacing, monitoring, or servicing anything other than Hardware covered by a then-current Subscription. For example, ChargePoint is not responsible for the physical mounting and electrical wiring of Hardware, performance of any cellular or Wi-Fi repeaters connected to Hardware, or third-party hardware accessories installed with Hardware that are not covered by Support Services, including, without limitation, skid mounts.
- m. **Customer Responsibilities.** If by your action or inaction you do not comply with your responsibilities as described in Section 3.5.
- n. **Cloud Issues.** Issues related to your ChargePoint cloud services (e.g., Cloud Plan or Fleet Ops). Notwithstanding the foregoing, issues related to your software embedded within the applicable Hardware (e.g., firmware) are covered by the applicable Support Services.

### 3.7 Service Levels

- a. **Service Level Matrix.** In connection with the applicable Subscription(s), ChargePoint will use commercially reasonable efforts to provide the support level objectives for Support Services ("**Service Levels**") as set forth in the "Service Level Category" table below. For more details on which Service Levels apply to your Subscription, please refer to the applicable Support Scope and Terms. Any failure by ChargePoint to meet and/or maintain the Service Levels shall not constitute a breach of this Agreement.

Service Level Category		Standard			Critical		
Severity		1	2	3	1	2	3
Type of Hardware-Related Issue		Outage	Impairment	Non-Critical	Outage	Impairment	Non-Critical
Service Levels	Response	1 Business Day	2 Business Days	3 Business Days	1 Hour	1 Business Days	2 Business Days
	Diagnosis	2 Business Days	3 Business Days	-	12 Hours	2 Business Days	-
	Resolution	5 Business Days	6 Business Days	-	24 Hours	5 Business Days	-
	Annual Port Uptime	98%	-	-	99%	-	-
	Part Delivery	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days

b. **Definitions for Service Level Category Table.** The following definitions apply to the defined terms used in the “Service Level Category” table above:

- i. **Standard.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- ii. **Critical.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- iii. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station).
- iv. **Impairment.** Issues that require a workaround to use the Hardware, but the Hardware is still able to dispense electricity (e.g., broken cable management kit).
- v. **Non-Critical.** Issues that do not constitute Outages or Impairments (e.g., general information requests, or Hardware-related wear and tear).
- vi. **Acknowledgement.** The earlier of (a) ChargePoint confirming an issue using proactive monitoring; or (b) you first report the applicable issue to ChargePoint’s technical support with all the necessary information required by ChargePoint to acknowledge to you the receipt of the reported, applicable issue outlined in the “Service Level Category” table.
- vii. **Response.** Time from Acknowledgement to ChargePoint’s provision of a response and confirmation that ChargePoint has started the troubleshooting and diagnosis of the applicable issue.
- viii. **Diagnosis.** Time from Acknowledgement to (i) when ChargePoint issues a work order that confirms that an onsite repair work is necessary; (ii) written confirmation from ChargePoint to you that the applicable issue can be remotely resolved; or (iii) when ChargePoint quotes you the cost of the applicable Replacement Part in connection with the onsite repair work.
- ix. **Resolution.** Time from Acknowledgement to a complete resolution of the Hardware-related issue, as determined by ChargePoint.
- x. **Annual Port Uptime.** The percentage of time that a port can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Hardware; or (ii) start of your Service Term; provided that, such uptime objective is subject to exclusions described in Section 3.8 herein. For the avoidance of doubt, Annual Port Uptime does not apply to ChargePoint’s cloud services.
- xi. **Part Delivery.** Time from Acknowledgement to the delivery to you or your authorized recipient of a Replacement Part.

### 3.8 Service Level Exclusions

- a. **Rescheduled Dispatches.** Time between the initially proposed dispatch date from ChargePoint and the final dispatch date if rescheduled at your request.
- b. **Inability to Service.** Time between the initial visit and any follow-up visit if the follow-up is required due to your action or inaction preventing ChargePoint from resolving the issue.
- c. **Other Exclusions.** The applicable exclusions described in Section 3.6.

4. **Warranty; Other Disclaimers.** THE SUPPORT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED BY CHARGEPOINT UNDER THIS AGREEMENT AND THE APPLICABLE SUPPORT SCOPE AND TERMS. NO OTHER CHARGEPOINT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSOR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT, THE APPLICABLE SUPPORT SCOPE AND TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, STATEMENT OF WORK OR OTHER DOCUMENT IN CONNECTION WITH THE SUPPORT SERVICES THAT IS PROVIDED BY CHARGEPOINT, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL

OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

- 5. Limitation of Liability.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR : (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CLAIMS OF PERSONAL INJURY OR DEATH; (II) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; OR (III) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT (IN YOUR CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION (I.E. SUPPORT SERVICES) GIVING RISE TO THE LIABILITY.

**6. Intellectual Property Rights.**

**6.1 "Your IP"** means your pre-existing or independently developed intellectual property rights.

**6.2 "ChargePoint IP"** means (a) ChargePoint's pre-existing or independently developed intellectual property rights, (b) ChargePoint's templates and tools used to provide Support Services, (c) ideas, concepts, techniques, models, and know-how created or co-created or developed or co-developed by ChargePoint during or in connection with the performance of Support Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to you in the performance of Support Services (collectively, "**Materials**"), and (e) all intellectual property rights in the foregoing or in any derivative works of the foregoing; provided, that ChargePoint IP excludes any Your IP incorporated in the Materials.

**6.3** As between the parties, (a) you own all right, title and interest in and to Your IP, and (b) ChargePoint owns all right, title and interest in and to the ChargePoint IP. Neither party is granted any right, title nor interest in the other party's pre-existing intellectual property rights, either express or implied, under this Agreement or applicable Support Scope and Terms. Each party reserves all rights not specifically granted to the other party under this Agreement or applicable Support Scope and Terms, and no licenses or other rights to a party's intellectual property rights are granted by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party, for the provision of the Support Services or otherwise, without the prior written consent of the other party.

**6.4** Notwithstanding the above provisions in this section, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to you). ChargePoint shall be free to provide material similar to Materials to third parties whose needs may be similar to your requirements, without violating its confidentiality obligations hereunder to you.

- 7. Feedback.** "**Feedback**" shall mean any feedback, comments, suggestions or other input provided by you in connection with the Support Services. You shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. You hereby grant to ChargePoint a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense) to use, modify, prepare derivative works of, display, perform and otherwise exploit in any manner the Feedback,

and to make, have made, import, use, sell and otherwise distribute products and services using or incorporating the Feedback.

- 8. Confidentiality.** Each party agrees not to use the other party's confidential and proprietary information ("**Confidential Information**") except in the performance of the Support Services or as authorized by this Agreement, and not to disclose or otherwise make available such information to third parties without the other party's prior written consent. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving party independent of the Confidential Information, and (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. Confidential Information shall remain the exclusive property of the disclosing party and no intellectual property right is licensed, granted or otherwise transferred by this section or any disclosure of Confidential Information to the receiving party.

**9. Miscellaneous.**

**9.1 Force Majeure.** "**Force Majeure**" means any act of God, fire, natural disaster, earthquake, accident, act or regulation of government or a governmental agency, or an act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement and/or applicable Support Scope and Terms (other than with respect to any obligations by you to pay for the applicable Subscription) to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure; provided, that such party gives the other party written prompt notice thereof and continues to use its reasonable efforts to perform or cure, as applicable.

**9.2 Miscellaneous.** Neither party may assign this Agreement or any of its rights or duties hereunder, without the prior written consent of the other party, except that either party may assign its rights and duties hereunder in connection with its acquisition or the sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of the preceding sentence shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of you. The terms in this Agreement and in the applicable Support Scope and Terms constitute the complete agreement regarding any provision of Support Services by ChargePoint and supersede all prior agreements and discussions between the parties; provided, that in the event of any conflict between this Agreement and the applicable Support Scope and Terms or any other document the terms of the applicable Support Scope and Terms shall govern. In particular, any additional terms contained on your ordering instrument or other documents shall be of no force or effect. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

**9.3 Governing Law, Jurisdiction, ChargePoint Entities, and Dispute Resolution.** The ChargePoint entity entering into this Agreement with you, the address to which you should direct notices under this

Agreement, the governing law, and place of jurisdiction, shall be determined according to where you are domiciled:

<b>If You are domiciled in:</b>	<b>The ChargePoint Entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Place of jurisdiction:</b>	<b>Forum:</b>
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable “Governing Laws” above in the table above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

# Installation, Commissioning, and Activation:

## Scope and Terms

Installation, Commissioning, and Activation are Services provided by ChargePoint to address the needs of our customers in the following ways:

### **Description of Services.**

**Installation.** Once Site Preparation (as defined below) is completed by a customer who purchases (a) ChargePoint-manufactured electric vehicle charging station(s) or hardware and/or (b) third party-provided hardware sold by ChargePoint (subsections (a) and (b) are collectively defined as “**Products**”), a ChargePoint Operations and Maintenance partner (“**O&M Partner**”) will mount the Products on its anchor hardware or concrete pedestal and terminate the wires (“**Installation**”). See the “Key Tasks and Requirements” section below for further details and requirements for Installation.

**Commissioning.** After the Products are anchored and wires are terminated, a ChargePoint, or a third party authorized by ChargePoint to undertake Commissioning (“**Authorized Commissioning Partner**”), will perform various assessments, including without limitation, energize the charging hardware, complete any required configuration and pinpointing steps, and validate the Product was installed in accordance with ChargePoint’s specifications (“**Commissioning**”). Customer is required to purchase Commissioning from ChargePoint with its purchase of any ChargePoint-manufactured DC charging hardware. Commissioning may also be required for third party-manufactured DC charging stations – please inquire with ChargePoint for the latest requirements. See the “Key Tasks and Requirements” section below for further details and requirements for Installation.

**Activation.** ChargePoint will assist the customer with the onboarding, configuration, and activation of customer’s entitlements, including without limitation, entitlements to ChargePoint’s cloud management platform (“**ChargePoint Cloud Platform**”) in connection with the Products (“**Activation**”). See the “Key Tasks and Requirements” section below for further details and requirements for Activation, including ChargePoint’s onboarding guide at <https://chargepoint.ent.box.com/v/gettingstarted> for a detailed overview of the process for Activation.



### Key Tasks and Requirements.

Please review the table below for a summary of the key tasks and requirements for the Services described above. All the Services described are subject to the ChargePoint Deployment and Consulting Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services>. Any capitalized term not otherwise defined in this Scope and Terms document are defined in the Deployment and Consulting Services Terms and Conditions.

Task		Activity
0	Service Prerequisites	Customer, or a third-party contractor separately procured by customer, must complete the “Service Prerequisites” listed under the Additional Terms and Conditions section below. In addition, customer is required to complete and/or submit all required documentation described in the ChargePoint’s “welcome email,” which initiates the activation and onboarding process for customer’s purchased Product to connect and interoperate with ChargePoint’s Cloud Platform (“ <b>Welcome Email</b> ”).
<b>Installation</b>		
1	Scheduling	ChargePoint will assign an O&M Partner to customer’s work order, and O&M Partner will reach out to customer to schedule a date to perform the Installation.
2	Safety Protocol	Once on-site at customer’s proposed site for Installation, O&M Partner will apply lock out/tag out (LOTO) to ensure Installation can be done in accordance with applicable safety requirements, site requirements, ChargePoint’s Health and Safety Policy, a copy of which may be requested from ChargePoint.
3	Electrical Assessment	O&M Partner will assess, measure, and verify the following in accordance with the Site Design Guide and Installation Guide (as both are defined below): <ul style="list-style-type: none"><li>• Protection devices (e.g. disconnects, breakers, fuses)</li><li>• AC and DC Conductors (size, type, rating)</li><li>• Breaker panels</li><li>• Transformer configurations (Wye – secondary, input voltage)</li><li>• Communication cables (e.g. routing, termination, pinout)</li></ul>
4	Civil Work Assessment	O&M Partner will assess, measure, and verify the following in accordance with the Site Design Guide: <ul style="list-style-type: none"><li>• ADA compliance to the extent specified in the Site Design Guide</li><li>• Concrete pad, anchor bolts, and conduits comply with required specifications</li><li>• Wiring, circuit protection, and metering are in place</li></ul>

5	Mechanical Stand Up	O&M Partner will mount the Product on the anchor hardware, terminate wiring, and if the Product is paired then terminate the AC and DC conductors and install the communication cable.
6	Cellular Signal	O&M Partner will check the cellular signal strength and quality comply with specifications described at <a href="https://chargepoint.ent.box.com/v/misc-tn1416-enus">https://chargepoint.ent.box.com/v/misc-tn1416-enus</a> .
7	Charging Station Energization and Configuration	For AC charging stations, O&M Partner will remove the lock out/tag out (LOTO), energize the charging station, complete hardware power configuration (and pairing if applicable), and apply any firmware updates.  For DC charging stations, please refer to the Commissioning portion of the “Key Tasks and Requirements” table.
8	Pinpointing	For AC charging stations, O&M Partner will associate the Product with specific coordinates (latitude and longitude) so it can be found on ChargePoint’s charging network map.  For DC charging stations, please refer to the Commissioning portion of the “Key Tasks and Requirements” table.
9	Completion	O&M Partner will then assess the Products for: <ul style="list-style-type: none"> <li>• Integrity of subsystems and components</li> <li>• Cleanliness</li> <li>• Cabling and harnesses</li> <li>• Proper terminations</li> <li>• Hardware integrity and damage</li> <li>• Proper application of labels</li> <li>• Displays</li> </ul> <p>If the applicable Product fails to pass the above-described assessment, then ChargePoint will inform customer of the issue(s) identified in such assessment and pause the Installation until customer remediates the issues to the satisfaction of ChargePoint. As between the parties, it is the sole responsibility of customer to address and fix the issues identified in the above-described assessment.</p> <p>Once the applicable Product passes the above-described assessment to the satisfaction of ChargePoint, O&amp;M Partner will call ChargePoint to report the completion of such assessment.</p>
<b>Commissioning</b>		
1	Scheduling	Customer must comply with the “Scheduling of Commissioning” requirements listed under the Additional Terms and Conditions section below.

<b>2</b>	De-Energization	Once on-site at the customer's proposed site for Commissioning, ChargePoint's Authorized Commissioning Partner will apply lock out/tag out (LOTO) in adherence with customer-specific site requirements, as specified by customer during the scheduling for Commissioning, and ChargePoint's Health and Safety Policy (a copy of which may be requested from ChargePoint), and other requirements ChargePoint deems necessary, in its sole discretion, relating to de-energizing the applicable Product.
<b>3</b>	Site Assessment	ChargePoint's Authorized Commissioning Partner will assess the following in accordance with the Site Design Guide and Installation Guide: <ul style="list-style-type: none"> <li>• ADA Compliance to the extent specified in the Site Design Guide</li> <li>• Cellular repeater configuration (make, model, line of sight)</li> <li>• Hardware protection (bollards, wheel stops)</li> </ul>
<b>4</b>	Civil/Environmental Assessment	ChargePoint's Authorized Commissioning Partner will assess the following in accordance with the Site Design Guide and Installation Guide: <ul style="list-style-type: none"> <li>• Product installation (concrete pad dimensions, slopes, water entrapment)</li> <li>• Conduit runs</li> <li>• Product serviceability (clearance, slopes, ventilation)</li> </ul>
<b>5</b>	Mechanical Assessment	ChargePoint's Authorized Commissioning Partner will assess the following in accordance with the Installation Guide: <ul style="list-style-type: none"> <li>• Product torquing (electrical cables, mounting, anchoring hardware, surface conduit entry kits, markings/labeling)</li> <li>• Product leveling</li> </ul>
<b>6</b>	Electrical Assessment	ChargePoint's Authorized Commissioning Partner will assess, measure, and verify the following in accordance with the Installation Guide: <ul style="list-style-type: none"> <li>• Protection devices</li> <li>• AC and DC Conductors (size, type, rating, bend radius, clearance, termination)</li> <li>• Transformer configurations (Wye – secondary, input voltage)</li> <li>• Grounding impedance</li> <li>• Communication cables (routing, termination, pinout)</li> <li>• Labeling</li> </ul>
<b>7</b>	Product Assessment	ChargePoint's Authorized Commissioning Partner will assess the following for the Product in accordance with the Installation Guide: <ul style="list-style-type: none"> <li>• Integrity of subsystems and components</li> <li>• Cleanliness</li> </ul>

		<ul style="list-style-type: none"> <li>• Cabling and harnesses</li> <li>• Proper terminations</li> <li>• Hardware integrity and damage</li> <li>• Proper application of labels</li> <li>• Displays</li> </ul>
8	Cellular Signal	ChargePoint's Authorized Commissioning Partner will check the cellular signal strength and quality comply with specifications described at <a href="https://chargepoint.ent.box.com/v/misc-tn1416-enus">https://chargepoint.ent.box.com/v/misc-tn1416-enus</a> .
9	Product Energization and Configuration	<p>If any of the described assessments for Commissioning (as described in this table) identify critical non-conformities, then ChargePoint will inform customer of the issue(s) identified in the applicable assessment and pause the Commissioning until customer remediates the issues to the satisfaction of ChargePoint. As between the parties, it is the sole responsibility of customer to address and fix the issues identified in the previously described assessments. Critical non-conformities include, without limitation, flaws in Site Preparation and/or installation work that pose a safety risk, as determined by ChargePoint.</p> <p>If there are no critical non-conformities with the described assessments for Commissioning (as described in this table), then ChargePoint's Authorized Commissioning Partner will remove the lock out/tag out (LOTO), to energize the Product, complete hardware power configuration (and pairing if applicable), and apply any firmware updates; provided that, customer also complies with the Additional Terms and Conditions section below.</p>
10	Pinpointing	ChargePoint's Authorized Commissioning Partner will associate the Product with specific coordinates (latitude and longitude) so it can be found on ChargePoint's charging network map.
11	Completion	<p>ChargePoint's Authorized Commissioning Partner will submit the completed Commissioning-related forms to ChargePoint for ChargePoint's review of such forms for accuracy, completeness, and description of any critical and non-critical non-conformities.</p> <p>ChargePoint may, upon written request by customer, provide a Commissioning-related punch list report after the successful completion of Commissioning.</p>
<b>Activation</b>		
1	Customer Onboarding	Once the Product is installed, or in the case a DC charging station has been successfully completed Commissioning, ChargePoint will verify whether customer completed the "Service Prerequisites" described in the Additional Terms and Conditions below.

<b>2</b>	Configuration	ChargePoint will (a) configure customer's access to the ChargePoint Cloud Platform in accordance with the Station Activation & Configuration Form (provided with Welcome Email), which reflects the configuration setting (e.g. RFID reader) that ChargePoint sets up for each Product use by drivers; (b) apply access and pricing policies to customer's organizations created on the ChargePoint Cloud Platform, and (c) add customer's initial set of Product to the ChargePoint Cloud Network.
<b>3</b>	Provisioning	ChargePoint will review cloud and warranty entitlements associated with the customer's organizations on ChargePoint's Cloud Platform and apply them to the applicable Products.

### **Additional Terms and Conditions.**

- **Site Preparation.** Customer, or the third party contractor customer separately hires to perform the Site Preparation, are responsible for the compliance of the site design, construction and/or installation work with ChargePoint's Site Design Guide(s) and/or Installation Guide(s), for the Product ("**Site Preparation**"). For clarity, customer is not responsible for the installation of the Product portion of Site Preparation if customer purchases Installation from ChargePoint. In connection with Site Preparation, each customer is responsible, for the following:
  1. Site design in accordance with ChargePoint' site design guide(s), which can be found at <https://www.chargepoint.com/products/guides/> ("**Site Design Guide(s)**");
  2. Product installation in accordance with ChargePoint's installation guide(s), which can be found through ChargePoint University ("**Installation Guide(s)**"); and
  3. Any costs associated with delays or cost overruns for correcting any non-conformities with the applicable Site Preparation, as identified by ChargePoint's Authorized Commissioning Partner.
- **Service Prerequisites.** Customer is required to complete the following before any of the Services described above may be scheduled and/or completed by ChargePoint:
  1. **Network Manager Account.** Create a Network Manager Account on ChargePoint Cloud Platform.
  2. **MSSA.** Accept ChargePoint's Master Services and Subscription Agreement ("**MSSA**"), displayed during the Network Manager Account creation process.
  3. **Activation Form.** Complete the Station Activation and Configuration Form (SAF) provided via Welcome Email.
  4. **Construction Signoff Form.** If customer purchases Installation, then customer must complete the Construction Signoff Form, including without limitation providing any requested site photos, in response to the Welcome Email. The purpose of the Construction Signoff Form is to allow ChargePoint to confirm that the site complies with the specifications for Site Design and Installation Guide, including without limitation,

verifying mechanical, electrical, and civil/environmental compliance, prior to sending an O&M Partner to the site.

5. **Insulation Testing Report.** If customer purchases Commissioning, then an insulation testing report (subject to availability from customer) will be provided for all AC and DC cables between the balance of plant, stations, and equipment installed in between the Product.
  6. **Contractor Availability.** If customer purchases Commissioning, then customer must confirm that its contractor, selected by customer to install the applicable Product, is scheduled to be on site during the scheduled visit for Commissioning.
  7. **Scheduling of Commissioning.** Customer is responsible for scheduling Commissioning with ChargePoint using the Commissioning request form provided by ChargePoint. The Commissioning request form is provided at the same time as the Welcome Email. Note the current requirements for scheduling: (1) a minimum two-week notice is required for scheduling; (2) a 72-hour notice is required for rescheduling the applicable Commissioning appointment; and (3) a rescheduling fee may be assessed to customer for any rescheduling or cancellations outside of the 72-hour notice requirement.
- **Relocation of DC Charging Hardware.** If customer relocates DC charging hardware after Commissioning has been completed, then such relocation will require the DC charging hardware to be Commissioned again. Please review Commissioning requirements above.
  - **Relocation of Products.** If customer relocates any Product after Activation has been completed, then such relocation will require the Product to undergo Activation again. Please review Activation requirements above.
  - **Voiding Services.** Customer's failure to meet their responsibilities described in this document may release ChargePoint from any obligations to perform and complete the applicable Services (i.e. Installation, Commissioning or Activations). ChargePoint is not responsible or liable for the reliability and/or safe operation of DC charging stations that have not undergone Commissioning.
  - **Remediation and Additional Fees.** If customer fails to meet any of its obligations for the Services described in this document, including without limitation, remediating any identified non-conformities, failure to pass the applicable assessments, and/or failure to complete any necessary preparation work for Installation and/or Commissioning, then customer acknowledges and agrees (1) ChargePoint is released from any further obligations to perform or complete the Service(s) purchased by customer; (2) ChargePoint is not responsible or liable for the reliability or operation of the Product in question; and (3) ChargePoint is not obligated to perform any Activation for customer. Customer may be required to pay additional fees for (a) re-scheduling of Installation and/or Commissioning; and/or (b) re-Commissioning of DC charging hardware.

# Terms of Service for ChargePoint® Accounts

Last Updated: Oct 10th, 2023

Welcome, and thank you for your interest in ChargePoint, Inc. (“**ChargePoint**,” “**we**,” or “**us**”) and our website at [www.chargepoint.com](http://www.chargepoint.com), along with our related websites, mobile or other downloadable applications, ChargePoint Cards and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and ChargePoint regarding your use of the Service.

## PLEASE READ THE FOLLOWING TERMS CAREFULLY:

**BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE**, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING CHARGEPOINT’S PRIVACY POLICY ([https://na.chargepoint.com/privacy\\_policy](https://na.chargepoint.com/privacy_policy)) (TOGETHER, THESE “**TERMS**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND CHARGEPOINT’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY CHARGEPOINT AND BY YOU TO BE BOUND BY THESE TERMS (THIS “**AGREEMENT**”).

**Arbitration NOTICE.** Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND CHARGEPOINT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

**1. ChargePoint Service Overview:** ChargePoint is in the business of, among other things, collecting, on behalf of owners (“**Hosts**”) of charging stations for electric vehicles, fees charged to users by such Hosts for access to their charging stations. ChargePoint offers “**ChargePoint Cards**”, available in the form of radio frequency identification cards as well as digital cards via the ChargePoint mobile application or authorized third party, that permit users to access to those charging stations on ChargePoint network (each, a “**ChargePoint Enabled Charging Station**”) that such users are authorized to use. ChargePoint offers ChargePoint Cards branded with the ChargePoint name, or, in some instances, with the brand of a third party (each, a “**Branding Affiliate**”). Regardless of such branding, ChargePoint remains solely responsible for the operations of ChargePoint, including, ChargePoint Cards. **Except with respect to the negligence or willful misconduct of a Branding Affiliate, you agree to release and hold harmless all Branding Affiliates from any causes of action related to the ChargePoint Cards.**

**2. ChargePoint Account:** This Agreement accompanies and is part of each ChargePoint account (each, a “**ChargePoint Account**”). ChargePoint Cards, as well as redemption codes for credits for digital ChargePoint Cards, may be obtained in connection with an offer or program (“**Program**”) offered by ChargePoint or one of its partners (each, a “**Program Partner**”). If you are activating a ChargePoint Card or redemption code pursuant to a Program, you acknowledge and agree that additional program-specific terms and conditions (“**Program Terms**”) shall apply to your participation in such Program. See here for applicable Program Terms:

<https://www.chargepoint.com/legal/partner-programs>. By opening a ChargePoint Account, you acknowledge and consent to the terms of this Agreement and the applicable Program Terms, which shall govern your use of your ChargePoint Card and ChargePoint’s mobile application. To the extent there is a conflict between this Agreement and any Program Terms, the Program Terms shall control as it relates to your participation in the Program.



### 3. You Agree to:

#### 3.1. Sessions Fees\*

- Pay all the fees ("**SESSION FEES**") for access to a charging station initiated by you, or through the use of your ChargePoint Card in any manner, including, without limitation, with your ChargePoint Card(s) at a station, remotely by a customer service agent at your request or using an application embedded in any smart phone or similar technology.
- Promptly review your statement and notify ChargePoint Customer Service of any questions regarding Session Fees. Fees not questioned within 30 days of notice will be deemed valid.
- Promptly update online any changes to your name, email address, mailing address, telephone number, and any applicable credit card information, including, without limitation the applicable credit card number, expiration date and billing address when that new information is first known. (See contact information below). **You remain liable for all Session Fees billed to your account until you have notified ChargePoint Customer Service of any changes in your ChargePoint Card(s) or until you have cancelled your account.**

\* This Section 3.1 does not apply to Organization Users. "Organization User" is a ChargePoint Account user whose Sessions Fees will be paid via an authorized third party (e.g., fleet management company, payment provider, etc.) under a separate written agreement with ChargePoint ("Third Party Payment Provider").

3.2. Use your ChargePoint Card solely in accordance with instructions provided to you by ChargePoint.

3.3. Unless otherwise expressly authorized by ChargePoint in a separate written agreement, use the Service only for personal, non-commercial purposes.

3.4. Obey all applicable laws and regulations, as well as any policies and rules of the owner of the ChargePoint Enabled Charging Station and/or the owner of the property on which the ChargePoint Enabled Charging Station is located.

**4. ChargePoint Flex Billing \***: Your ChargePoint Card may be used to pay Session Fees on any publicly accessible ChargePoint Enabled Charging Stations, and on any private ChargePoint Enabled Charging Station you are allowed to use. When using your ChargePoint Card for payment of Session Fees, your card will be read by the applicable ChargePoint Charging Station and a record of your transaction will be created. Session Fees will be charged to your account in accordance with the price configured by the Host. It is your responsibility to be aware of the price charged by the Host for access to the applicable ChargePoint Enabled Charging Station. If you use, or allow another person to use, your ChargePoint Card on any ChargePoint Enabled Charging Station, you agree to pay the fees specified by the Host. You agree that ChargePoint may share with the Host any information contained in this ChargePoint Account Agreement for purposes of processing and collecting session fees, and enforcing Network policies.

\* This Section 4 does not apply to Organization Users

#### **5. Minimum Account Balances, Fees and Charges; Cancellation \*:**

- Although ChargePoint takes a credit card number when you apply for a ChargePoint Account, your credit card will not be charged until the first time you use your ChargePoint Card at a ChargePoint Enabled Charging Station that requires payment. Except as otherwise set forth in applicable Program Terms, at that time, **your account will be charged an initial prepaid balance in the amount of ten dollars (\$10.00) and the session fees associated with your charging session will be deducted from that balance.** In addition, you authorize ChargePoint to, from time to time, replenish your account, through a charge to your credit card, in an amount

equal to the greater of (i) ten dollars (\$10.00) or (ii) your average monthly fees, each time your account balance falls below the replenishment threshold (currently \$5.00), until you have notified ChargePoint Customer Service of any changes to your ChargePoint Card(s) or until cancellation of your ChargePoint Account. To avoid additional charges on your ChargePoint Account, you must notify ChargePoint Customer Service or cancel your ChargePoint Account prior to the next charge. You may cancel your ChargePoint Account by e-mailing [support@chargepoint.com](mailto:support@chargepoint.com).

- You agree that your replenishment amount and replenishment threshold are both subject to change based on your average monthly usage.
- You agree to waive all interest or other benefits, if any, which may accrue on any prepaid balances in your ChargePoint Card. In the event that the balance in your ChargePoint Account cannot be replenished because payment on your credit card is declined, or in the event of any other failure by you to maintain the required balance or properly maintain your account, ChargePoint may close your account and, in the case of any negative account balance, institute collection proceedings in order to collect any unpaid balance and, at ChargePoint's sole option, all fees, costs or other expenses (including, without limitation, reasonable attorneys fees) incurred by ChargePoint in connection with its collection efforts.

\* This Section 5 does not apply to Organization Users.

**6. Recurring Fees; Cancellation \*** If you create a ChargePoint Account, then you authorize ChargePoint or its third-party payment processors to periodically charge, on a going-forward basis and until you have notified ChargePoint Customer Service of any changes to your ChargePoint Card(s) or until cancellation of your ChargePoint Account, all accrued sums set forth in Section 5 or elsewhere in these Terms. To avoid additional charges on your ChargePoint Account, you must notify ChargePoint Customer Service or cancel your ChargePoint Account prior to the next charge. You may cancel your ChargePoint Account by e-mailing [support@chargepoint.com](mailto:support@chargepoint.com).

\* This Section 6 does not apply to Organization Users.

**7. Account Suspension:** In the event that the balance in your ChargePoint Account cannot be replenished because payment on your credit card is declined, or in the event of any other failure by you to maintain the required balance or properly maintain your account, ChargePoint may close your account and, in the case of any negative account balance, institute collection proceedings in order to collect any unpaid balance and, at ChargePoint's sole option, all fees, costs or other expenses (including, without limitation, reasonable attorneys fees) incurred by ChargePoint in connection with its collection efforts.

## **8. ChargePoint Cards:**

- If a ChargePoint Card fails to operate for reasons other than abuse or improper use and is returned to the ChargePoint Customer Service Center, ChargePoint will replace that ChargePoint Card at no charge.
- If a ChargePoint Card is lost or stolen, please report such loss or event online, immediately (by deleting your card from your ChargePoint Account), or, if you do not have access to the internet, inform ChargePoint Customer Service immediately (see contact information at the end of this document). You remain liable for all Session Fees initiated with your ChargePoint Card until you have notified the Customer Service Center that your ChargePoint Card has been lost or stolen.
- Your ChargePoint Card usage is subject to the terms of the ChargePoint Privacy Policy. For example, you agree that your ChargePoint Card usage may be used by ChargePoint to analyze averages, trends, and other anonymous patterns of usage, as per the ChargePoint Privacy Policy. See [https://na.chargepoint.com/privacy\\_policy](https://na.chargepoint.com/privacy_policy) for further details.

## **9. Communications:**

**9.1. Push Notifications:** When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "settings" page.

**9.2. Email:** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

**10. Using the ChargePoint Website or Mobile Applications:** You may access and use ChargePoint's website and mobile applications to obtain information regarding ChargePoint Enabled Charging Station locations, trip mapping and other content and features that ChargePoint may make available subject to your full compliance with these Terms and ChargePoint's website terms and conditions, <https://www.chargepoint.com/legal>. You are responsible for all use of the ChargePoint website and mobile apps under your user name. You acknowledge and agree that ChargePoint may modify the ChargePoint website terms and conditions and/or these Terms in any way and at any time, with or without notice. You further acknowledge and agree that, while ChargePoint has attempted to provide accurate information on the ChargePoint website and mobile apps, such information may change frequently and in no event will ChargePoint be responsible for the accuracy, usefulness or completeness of any information, materials or other content on the ChargePoint website or mobile apps, or that any such information, materials, or other content is the most up-to-date.

## **11. Licenses**

**11.1. Limited License:** Subject to your complete and ongoing compliance with these Terms, ChargePoint grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service and, unless otherwise expressly authorized by ChargePoint in a separate written agreement, solely for your personal and non-commercial purpose.

**11.2. License Restrictions:** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; (c) decompile, disassemble, reverse engineer or otherwise derive the source code of the Service (except to the extent such actions cannot be prohibited under applicable law and then, only to extent required); or (d) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

**11.3. Ownership; Proprietary Rights:** The Service is owned and operated by ChargePoint. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by ChargePoint ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of ChargePoint or its third-party licensors. Except as expressly authorized by ChargePoint, you may not make use of the Materials. There are no implied licenses in these Terms and ChargePoint reserves all rights to the Materials not granted expressly in these Terms.

**11.4. Feedback:** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant ChargePoint an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.



**12. Offers from ChargePoint Partners:** From time to time, you may receive offers through ChargePoint from other organizations. Acceptance and performance under those offers is strictly between you and those organizations. ChargePoint does not assume responsibility for any performance by these organizations and you agree to look solely to them, and to release ChargePoint from any liability, with respect to any offers you accept. These organizations conduct business for themselves and are not part of the ChargePoint business. As such, you should always make sure to review their terms of service and privacy policies so that you may better understand what is being offered, what is expected of you and what may be done with any personally identifying information you provide to them.

**13. Termination:** Either Party (or in the case of Organization Users, Third Party Payment Provider) may terminate this Agreement at any time and for any reason. You may terminate your account and these Terms at any time by contacting customer service at support@chargepoint.com. If ChargePoint requests, or if you wish to terminate this Agreement, you must return all of your ChargePoint Cards to ChargePoint Customer Service. Except as otherwise set forth in applicable Program Terms, upon termination and your return of your ChargePoint Card(s), your pre-paid account balance will be refunded to the credit card on file with your account within thirty (30) days of ChargePoint's receipt of your ChargePoint Card(s). Following any termination, you remain responsible for payments owed under this Agreement. If your account balance is insufficient to cover outstanding charges, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties, and you may be subject to collection actions for any unpaid balance.

**14. Modification of the Service:** ChargePoint reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. ChargePoint will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. If ChargePoint makes any modifications to your ChargePoint Account, which we reserve the right to do at any time, ChargePoint will use commercially reasonable efforts to provide written notification (e.g., online notification). You will be deemed to have received such notice ten (10) days after that notice is provided or published. Such changes will not be effective with respect to you unless you use the Service after the deemed notice date. You agree that all changes become applicable to you when you use the Service after that date.

**15. Third-Party Websites:** The Service may contain links to third-party websites. Linked websites are not under ChargePoint's control, and ChargePoint is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any content or information with such third-party services. Once sharing occurs, ChargePoint will have no control over the information that has been shared.

**16. Indemnity:** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify ChargePoint, its affiliates, Hosts and Program Partners, and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**ChargePoint Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

**17. Disclaimer of Warranties:**

17.1. THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. CHARGEPOINT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CHARGEPOINT DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND CHARGEPOINT DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

17.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR CHARGEPOINT ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE CHARGEPOINT ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

17.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 17 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. ChargePoint does not disclaim any warranty or other right that ChargePoint is prohibited from disclaiming under applicable law.

## **18. Limitation of Liability:**

18.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CHARGEPOINT ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY CHARGEPOINT ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

18.2. EXCEPT AS PROVIDED IN SECTIONS 3 AND 18.4 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE CHARGEPOINT ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO CHARGEPOINT FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.

18.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER

PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMER, LIMITATIONS AND RELEASE MAY NOT APPLY TO YOU.

## 19. Dispute Resolution and Arbitration

19.1. **Generally:** Except as described in Section 2 and 19.3, you and ChargePoint agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CHARGEPOINT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

19.2. **Exceptions:** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

19.3. **Opt-Out:** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to ChargePoint, Inc., Attention: Legal Department – Arbitration Opt-Out, 254 East Hacienda Avenue, Campbell, CA 95008 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once ChargePoint receives your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 20. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

19.4. **Arbitrator:** This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, “**JAMS Rules**”) as modified by these Terms. The JAMS Rules and filing forms are available online at [www.jamsadr.org](http://www.jamsadr.org), by calling the JAMS at +1-800-352-5267 or by contacting ChargePoint.

19.5. **Commencing Arbitration:** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). ChargePoint’s address for Notice is: ChargePoint, Inc., 254 East Hacienda Avenue, Campbell, CA 95008. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or ChargePoint may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, ChargePoint will reimburse you for your



payment of the filing fee, unless your claim is for more than US\$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the JAMS Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

**19.6. Arbitration Proceedings:** Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or ChargePoint must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

**19.7. Arbitration Relief:** Except as provided in Section 8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by ChargePoint before an arbitrator was selected, ChargePoint will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

**19.8. No ClassActions:** YOU AND CHARGEPOINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ChargePoint agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**19.9. Modifications to this Arbitration Provision:** If ChargePoint makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to ChargePoint's address for Notice of Arbitration, in which case your account with ChargePoint will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

**19.10. Enforceability:** If Section 8 or the entirety of this Section 19 is found to be unenforceable, or if ChargePoint receives an Opt-Out Notice from you, then the entirety of this Section will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms.

**20. Governing Law:** This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California.

**21. Communications:** Please address all inquiries and notices to ChargePoint Customer Service in your region.



**North America (US, Canada, Mexico)**

Address: 254 East Hacienda Avenue | Campbell, CA 95008 USA

Telephone: +1-888-PLUG-EV9 (+1-888-758-4389) [+1-408-370-3802 outside of North America]

E-mail: [support@chargepoint.com](mailto:support@chargepoint.com)

Website: <https://www.chargepoint.com>

**22. Notice to California Residents:** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

**23. Notice Regarding Apple:** This section only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and ChargePoint only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

**Solicitation Number: RFP #042221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ChargePoint, Inc., 254 E. Hacienda Ave., Campbell, CA 95008-6617 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.



Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all



references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

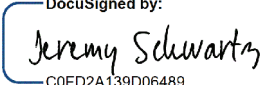
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 22. CANCELLATION

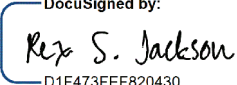
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ChargePoint, Inc.

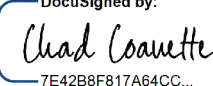
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By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/15/2021 | 11:43 AM CDT

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By: \_\_\_\_\_  
Rex S. Jackson  
Title: Chief Financial Officer  
Date: 7/15/2021 | 11:40 AM CDT

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 7/15/2021 | 11:46 AM CDT

# RFP 042221 - Electric Vehicle Supply Equipment and Related Services

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## Vendor Details

Company Name: ChargePoint, Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 254 E. Hacienda Ave.  
Campbell , Ca 95008-6617

Contact: Sam Ta

Email: sam.ta@chargepoint.com

Phone: 425-229-8083

Fax: 408-841-4500

HST#: 26-1080576

## Submission Details

Created On: Monday March 08, 2021 22:21:45

Submitted On: Thursday April 22, 2021 10:45:43

Submitted By: Sam Ta

Email: sam.ta@chargepoint.com

Transaction #: f4d99719-1da2-499d-9d19-7ab18521985f

Submitter's IP Address: 98.225.2.163

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	ChargePoint Holdings, Inc.	*
2	Proposer Address:	254 E. Hacienda Ave. Campbell, CA 95008-6617	*
3	Proposer website address:	www.chargepoint.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rex S. Jackson Chief Financial Officer rex.jackson@chargepoint.com 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 408-841-4500	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Gilbrook Regional Sales Director 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 781-588-1274	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bjorn Thorsland Account Executive 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 669-237-3328 bjorn.thorsland@chargepoint.com	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ChargePoint was founded in 2007 with a single mission in mind – to make EV charging easy and convenient so that everyone feels confident in making the transition to electric transportation. We are one of the only EV charging technology companies that designs, manufacturers, and sells the entire ecosystem of EV charging needs – hardware, software, and services – in one seamless solution. This integrated approach allows ChargePoint to offer an unsurpassed EV driver experience while ensuring that station owners have all the tools and features necessary to keep their stations up and running while aligned with their particular use case.</p> <p>ChargePoint operates across a broad range of end customers and charging use cases including individual homeowners, commercial workplaces, fleets, municipalities, retail, auto OEMs, and more. Our station management software and energy management solutions help people and businesses shift away from fossil fuels and manage growing demand for EV charging. The ChargePoint mobile app, the highest rated app in its segment, allows EV drivers to easily find charging stations, review prices and availability, authenticate, and pay for charging sessions on our network wherever their journey takes them. ChargePoint advocacy and partnership with a variety of EV stakeholders and policy groups throughout the US helps pave the way for widespread EV adoption.</p> <p>ChargePoint has built its solution upon four core principles in support of making the charging experience easy, flexible, and efficient:</p> <ol style="list-style-type: none"> <li>1. Scale: Ability to scale from small scale pilots to large scale adoption across multiple sites.</li> <li>2. Experience: Over a decade of experience in building an effortless charging experience for all.</li> <li>3. Quality: Reliable and safe charging solutions utilizing industry standards and evaluated using ChargePoint's own Advanced Testing Facility.</li> <li>4. Service: Best in class services for every mission, including remote monitoring and equipment uptime guarantees.</li> </ol> <p>Electric mobility is the smart choice and ChargePoint is excited about our role in helping to build the new fueling network. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. Below are just a few of the exciting milestones achieved as we build out the new fueling network:</p> <ul style="list-style-type: none"> <li>+ More than 88,815,316 charges delivered</li> <li>+ Drivers plug into a ChargePoint® network approximately every 2.0 seconds</li> <li>+ Drivers have avoided more than 400 liters of gasoline, 283,855,743 kgs of CO2 emissions and 298,795,235 kgs of GHG emissions</li> <li>+ More than 4,386,000,000 electric kilometers driven on the ChargePoint Network</li> <li>+ ChargePoint stations have dispensed more than 711,469 Megawatt hours (MWh) of electric fuel</li> </ul> <p>ChargePoint employs a field, inside and channel sales team that collectively oversee all new and existing customer sales opportunities (ChargePoint employees).</p>
8	What are your company's expectations in the event of an award?	<p>ChargePoint is currently a qualified Sourcwell vendor of EV charging solutions and we would expect similar activities if granted a continuation of that status. As Sourcwell members inquire about purchasing EVSE and related services provided under this contract, we anticipate that Sourcwell would direct those members to ChargePoint where we can assist the member in identifying the best solution, and the best buying and installation path to fit their needs. ChargePoint and/or our channel partners would be able to deliver all of the charging station needs and software solutions described herein.</p> <p>ChargePoint will also proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and has the resources necessary to quickly train staff and partners on such initiatives.</p> <p>ChargePoint will continue to support listing of the opportunity on its popular EV charger incentives website, conduct marketing campaigns to raise awareness of the opportunity, and support awareness training of our various channel partners and electrical contractors to broaden the number of entities helping to conduct outreach and support Sourcwell members.</p>



9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	ChargePoint has developed thousands of established commercial customers and have shipped more than 100,000 charging ports, providing a solid revenue pipeline and financial standing. ChargePoint has raised over \$550 million in investment funding prior to becoming a public company from some of the largest and best-known companies including: American Electric Power, Quantum Energy Partners, Linse Capital, Daimler AG, Rho Capital, Braemar Energy Ventures, Canada Pension Plan (CCPIB), Siemens, Constellation Technology Ventures, Chevron Technology Ventures, and BMW. In February of 2021, ChargePoint became the world's first publicly traded global EV charging network when we were listed on the New York Stock Exchange (NYSE) under the stock symbol CHPT. At the close of the transaction to become a publicly traded company, ChargePoint had approximately \$615 million in cash (prior to payment of its outstanding term loan), which it anticipates will fund ongoing operations and to support the expansion of the Company's commercial, fleet and residential businesses in North America and Europe. Please refer to the following link for additional information and financials associated with investor relations: <a href="https://investors.chargepoint.com/overview/default.aspx">https://investors.chargepoint.com/overview/default.aspx</a>	*
10	What is your US market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ChargePoint has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ChargePoint is best described as a manufacturer and service provider. ChargePoint designs and develops a turnkey EVSE solution: we design and manufacture our own networked charging stations, develop cloud-based network management software, provide driver app and web portal analytics, and maintain dedicated driver and station owner support teams. ChargePoint has a national direct sales force including regionally based teams and corporate inside sales department. Support activities are out of our Arizona facility. All direct Sales and Support are employees of ChargePoint. In addition, ChargePoint also has a full, local and national, network of partners across the US that we engage for sales, installation, and maintenance depending on their discipline. Our partners are not employees of ChargePoint. ChargePoint intends to be a single vendor contact for Sourcewell members from project planning to sales, installation, and station support. If members require turnkey equipment sales and installation services, ChargePoint would likely work together with an appropriate channel partner to provide the desired proposal structure.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ChargePoint's local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification program. All of our partners have licensed electricians on-staff or maintain partnerships with such electricians.  Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ChargePoint has never been suspended or disbarred.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>ChargePoint Awards</p> <p>+ 2019 London Business Awards: Social Impact International Company • Acterra Award: Environmental Innovation 2018 Global Cleantech Hall of Fame</p> <p>+ 2017 East Bay Clean Cities, Clean Air Champion Award Architizer A+ Award Popular Choice Winner: Smart Home Category • Electrek Best of CES 2017: Best EV Accessory</p> <p>+ 2016 Edison Awards: Silver in the Electric Energy &amp; Propulsion Systems category Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management</p> <p>+ 2015 United Nations: Momentum for Change Goldman Sachs: 100 Most Intriguing Entrepreneurs Verizon: Supplier Award for Environmental Excellence Smart Grid Today: 2015 Smart Grid Pioneer Global Cleantech 100 winner for 6 years running</p> <p>+ 2014 CNBC: Disruptor 50: The End of the Gas Station? Sustainia: World's 100 Leading Sustainability Innovations</p> <p>+ 2013 Pike Research: Top electric vehicle charging station manufacturer World Economic Forum: "Technology Pioneer" Winner Green Parking Council: "Sustainability Leadership Pioneer"</p> <p>+ 2012 AlwaysOn: Top 200 green tech companies Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference "The Green Garage" races into The Tech Museum display</p> <p>+ 2011 Top ranking and top overall score in Pike Research report of the EV supply equipment industry;</p> <p>+ 2010 Time Magazine: 50 Best Inventions Edmund's Green Car Breakthrough Award BusinessWeek: 20 Small Businesses of the Future Greentech Media: Top 50 VC-Funded Startups</p>
17	What percentage of your sales are to the governmental sector in the past three years	In the past three years is approximately 20% of our sales are in the government sector. *
18	What percentage of your sales are to the education sector in the past three years	In the past three years is also approximately 10% of our sales are from the education sector. *
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ChargePoint is listed on numerous states, provincial and cooperative purchasing contracts, either directly or indirectly via channel partners. It is likely that every state or province where an EVSE contract or authorized vendor list exists, ChargePoint's products are available either directly or through authorized channel partners. As a privately held company, ChargePoint does not release financial detail related to customer transactions. *
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>+ ChargePoint holds a Kinetic GPO contract (\$0)</p> <p>+ ChargePoint holds an Equalis Group/Sourcing Alliance contract (\$0)</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
NY NJ Port Authority	Charles Goldberg	(212) 435-6497 *
City of Long Beach	Joe Hunter	(714) 655-3951 *
Austin Energy	Shems Duvall	(512)-799-4785 *

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Long Beach	Government	California - CA	Mix of CT4000, CPF50 and CPE250	Various, up to \$1.3M	\$6.0M	*
City of New York	Government	New York - NY	Mix of CT4000, CPF50 and CPE250	Various, up to \$515k	\$3.3M	*
County of Santa Clara	Government	California - CA	Mix of CT4000	Various, up to \$630k	\$1.0M	*
State of Utah	Government	Utah - UT	Mix of CT4000	Various, up to \$800k	\$900k	*
Long Beach Community College	Education	California - CA	Mix of CT4000	Various, up to \$430k	\$500k	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	<p>ChargePoint has over 50 employees in sales. ChargePoint has its own regionally based outside sales teams covering every state within the US and all of the provinces in Canada. We also have dedicated sales teams for federal, fleet and public sectors. Our outside sales team is empowered to travel safely anywhere within their territory to meet with Sourcwell member onsite. They are also capable of hosting online webinars and training sessions when needed.</p> <p>In addition to our outside sales team, we also have corporate based inside sales teams. Through our marketing efforts, existing client base, and market reputation, we receive a significant number of inbound inquiries. To streamline this process for customers, we have a designated inside sales team devoted to all inbound calls and inquiries from existing and prospective clients. Having a designated team handling these inbound phone calls ensures inquiries are handled quickly and efficiently.</p> <p>Once a call is answered and qualified, the inside salesperson connects the customer with the local regional sales representative. The regional sales representative will work with the customer from this point.</p> <p>We also have an inside sales team dedicated to outbound calls. This team could be focused on proactive outreach to Sourcwell members and will also be following up on leads that are generated through various marketing initiatives.</p> <p>ChargePoint also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to get help Sourcwell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, ChargePoint also has a team of Customer Success Managers (CSMs) who look after all existing customers and would make sure Sourcwell members are getting the most out of their ChargePoint solutions.</p> <p>As you know, ChargePoint has held an active Sourcwell award since 2018 and has always been eager to partner with Sourcwell to perform joint marketing or any other contract development activity believed to drive additional success in all forms. Upon securing a new contract, ChargePoint would be pleased to work with Sourcwell to perform a "relaunch" with the intent of building new momentum around the refreshed award.</p> <p>As an example, ChargePoint could leverage our marketing team to run campaigns to generate interest and promote Sourcwell. This has been a productive approach for other initiatives, such as grants that we have been awarded. Our go-to-market approach is quick and seamless which creates a simple process for clients and partners.</p>	*

24	Dealer network or other distribution methods.	<p>ChargePoint has a network of over 65 Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, installation quotation, and EV stations sales. A subset of these partner are also Operations and Maintenance (O&amp;M) partners as described below.</p> <p>ChargePoint has a network of over 2,000 certified installers and 13 O&amp;M (Operations &amp; Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.</p> <p>We have 6 national distribution partners covering us in every state. These partners total nearly 4,000 locations combined and give us the reach to over 70,000 electrical contractors as well as access to local and state gov't agencies across the country. ChargePoint's network of distribution partners have their own sales and marketing teams that they will use to promote the contract to existing and prospective clients. As stated above, ChargePoint will train all distribution partners and installers on the Sourcewell contract details so they can effectively inform customers and generate opportunities.</p> <p>Regardless the sales channel, ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.</p>	*
25	Service force.	<p>ChargePoint's charging solutions come complete with 24/7 driver support, extended hours station owner technical support and maintenance if desired. ChargePoint Support is the largest and most experienced customer service force in the EV charging industry.</p> <p>The ChargePoint support team is based in Scottsdale, AZ with over 50 trained employees and is understood to be the largest in-house EV charging support team in the industry. These numbers do not include our 13 O&amp;M partners that also offer support services and are located throughout the United States and Canada.</p> <p>The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. In addition, we have plans to add additional headcount by nearly a dozen more by year end.</p> <p>ChargePoint Support works remotely via the ChargePoint Network to assist drivers and diagnose station issues. Once issues are determined, Support works with our network of local O&amp;M partners to perform any require site visits including repairs.</p> <p>Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that is outlined in greater detail in section 9A.</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ChargePoint operates an in-house Customer Call Center primarily based at our Scottsdale, AZ office. Our Customer Call Center supports both EV drivers as well as our station owners and installation partners.</p> <p>Our 40+ Driver Support agents provide 24/7/365 coverage for EV drivers in English, Spanish, and French via a toll-free telephone number clearly posted on the charging equipment. Live representatives will answer the phone quickly and customers will not be routed through a confusing calling tree. The customer service representatives will provide a variety of services to address customer concerns at the charging station. If possible the Agent will resolve the issue remotely, whether station or driver related. If unable to resolve, the issue will be escalated to Station Support and the driver provided the address of a nearby station if one is not available on site. Driver Support agents handle over 230,000 calls annually with an average speed of answer of 30 seconds or less.</p> <p>Our Customer Support Center also includes Technical Support for station owners and installation partners. This toll-free line is available Monday through Saturday from 5 AM PT to 6 PM PT. Representative help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. Our 38 support agents resolve over 100,000 cases annually with an estimated average speed of answer of 30 seconds.</p> <p>All ChargePoint charging equipment include remote diagnostics and "remote start" capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, ChargePoint will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty.</p> <p>Customer utilizing our Assure offering can rest easy knowing that ChargePoint will proactively monitor the station for any issues. If an issue is detected, ChargePoint will acknowledge the issue within one business day and, if an onsite visit is required, will dispatch labor to the site within one business day of receipt of parts onsite. Our clients also get 98% annual station uptime guarantee with a non-performance penalty for outages caused by station hardware or software failures.</p> <p>Repairs in the field are handled by ChargePoint's national operations and maintenance (O&amp;M) partners that have all committed to audit requirements and penalties against service level, liability indemnification, customer warranty, pricing accuracy under fixed unit pricing terms, and maintenance of required credentials to perform the work contracted.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within the United States and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within Canada and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ChargePoint, either directly or by leveraging our extensive list of partners, has the ability to fully service all geographic areas of the US and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract issues related to Hawaii and Alaska. We have a large number of stations in operation in Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ChargePoint will use the following strategy to promote this contract:</p> <ul style="list-style-type: none"> <li>+ Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. We are currently speaking to many of them already and will ensure they are aware of the contract and the value it will bring them.</li> <li>+ Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 18, we receive a significant number of inbound leads from potential/existing Sourcewell members, and our inbound team will promote this contract to everyone and educate them on the details of how they can take advantage of it. Our outbound team will focus on proactive outreach to Sourcewell members and all government agencies. They will also call on leads that get generated through our marketing efforts. We have the tools necessary to track leads through campaigns and call on lead lists.</li> <li>+ Marketing: Upon award we would do a formal announcement across various channels to get the word out. We will perform regular marketing campaigns to educate the market on this contract. In addition to any help Sourcewell can provide with contact information, we have the tools necessary to quickly pull customer contact information for email campaigns.</li> <li>+ Webinars: ChargePoint will offer to create webinars that highlight the benefits of the Sourcewell contract with real life testimonials. These webinars can be vendor neutral and positioned as an educational presentation.</li> <li>+ Trade shows: ChargePoint participates in various tradeshow/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract.</li> <li>+ Incentives: We will match all state, local and utility incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership.</li> <li>+ Distribution Network: Our large distribution/partner network also have sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customer exploring a charging solution. ChargePoint will work closely with its partners to help them develop effective marketing strategies. We will also train their sales team to effectively leverage this contract. We will have regular follow up calls and trainings to make sure this contract stays top of mind.</li> </ul> <p>Examples of our outreach:</p> <ol style="list-style-type: none"> <li>1. ChargePoint at the ACT Expo: North America's largest clean fleet show;</li> <li>2. Incentive Announcement for \$25k EVSE incentive in San Francisco and;</li> <li>3. \$3 million in funding available for municipalities in New York.</li> </ol>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. ChargePoint is often involved in new programs, contract, grant etc. and can get messaging out to market extremely quickly.</p> <p>We use various marketing tools for generating leads and managing them through the sales funnel.</p> <ul style="list-style-type: none"> <li>+ Organic social posts (Facebook, LinkedIn, Twitter, Instagram)</li> <li>+ Digital advertising (banner ads, social ads, paid search, retargeting)</li> <li>+ Premium content (gated on chargepoint.com)</li> <li>+ Syndicated content</li> <li>+ Organic search</li> <li>+ Charging Forward blog</li> <li>+ Chargepoint.com business, vertical and roles pages</li> <li>+ Credits and Incentives web page with link to lead form on chargepoint.com</li> <li>+ Forms (content downloads)</li> <li>+ Request a station (CP.com)</li> <li>+ Events (webinars, industry events, partner events)</li> <li>+ Email campaigns (purchased lists, contacts from inbound)</li> <li>+ Marketing automation</li> <li>+ Downloads of content/other assets</li> <li>+ Inbound calls</li> <li>+ Sales Development Reps (SDR) outbound calls</li> <li>+ Customer referrals</li> <li>+ Driver referrals</li> </ul>	*



34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>ChargePoint has a collaborative and effective partnership in place with Sourcewell with its current contract.</p> <p>ChargePoint would view Sourcewell as a marketing partner to help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have methods of gathering contact information, however, hope that you will be able to share membership contact information for ongoing outreach and marketing campaigns. The value of providing us with this information will allow us to move quicker and more efficiently.</p> <p>We would also look for opportunities to collaborate on co-branded marketing initiatives that adhere to ChargePoint's brand guidelines. With Sourcewell's well established relationship with its members and ChargePoint expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs.</p> <p>The Sourcewell contract will be part of every discussion we have with existing and potential Sourcewell members. We are speaking with government agencies every day and leveraging this contract will benefit all stakeholders (Sourcewell, Sourcewell members and ChargePoint).</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Similar to other types of customers, for most Sourcewell members, choosing and implementing a successful charging solution is an unfamiliar experience. This is why ChargePoint has developed the most extensive, expert sales team in the industry and make these resources available to customers exploring our space. With our help, we're confident customers will be put in a position to implement successful projects. Primarily for this reason, ChargePoint does not have its own e-procurement system, our GSA Schedules are online via <a href="http://www.gsaadvantage.gov">www.gsaadvantage.gov</a> .	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As standard practice, for free, Sourcewell members have access to:</p> <ul style="list-style-type: none"> <li>+ ChargePoint will provide operational training on the station at start-up.</li> <li>+ ChargePoint is also available for Cloud Portal/Network Training after install and station activation.</li> <li>+ Training videos and detailed manuals are available also.</li> <li>+ On an on-going basis the ChargePoint team is available via email or phone to answer questions or provide additional training.</li> <li>+ If required and depending on scope of project, Sourcewell members or their contractors have access to the ChargePoint University portal which is a detailed training and testing that is designed for reseller partner and installer certification.</li> </ul>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Since ChargePoint's inception in 2007 in Silicon Valley California, we have led the way forward with technological innovations to help make it easy for drivers to go electric and station owners to offer EV charging. Today ChargePoint uses all of the latest advances: Cloud based Network, M2M IoT Cellular station connectivity, Secure (PCI compliant) Payment processing, Power Management for installation and energy savings, Next-Generation Modular DC Fast Charging, and the largest dedicated engineering team in the industry. Below are just a sample of the latest technological innovations:</p> <p><b>Professional Services</b> Sometimes it's not just as easy to sell a charging station. Station owners, especially for more complex deployment such as fleet charging, often need additional support to evaluate, design, install, and be trained on the stations. ChargePoint offers a complete array of professional services to support these needs including site modeling, preliminary site design and engineering, site acquisition, project management, station installation and commissioning, as well as training for operators such as at fleet depots.</p> <p><b>Charge Management Software</b> Smart EV charging is critical to provide value to drivers and site hosts. ChargePoint offers all elements of the charging ecosystem but considers itself a "network first" company in that the software is the most important element of any solution. The associated software provides the tools and interfaces for drivers to find and use stations, and for station operators to efficiently optimize the business of EV charging.</p> <p>Listed below are just a few of the advanced features on the ChargePoint Network software:</p> <ul style="list-style-type: none"> <li>+ <b>Station Locations &amp; Availability:</b> complete visibility of stations and their availability make it easy for drivers to find a compatible charger.</li> <li>+ <b>Access Control:</b> Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.</li> <li>+ <b>Flexible Pricing:</b> Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.</li> <li>+ <b>Authorization, Authentication &amp; Accounting:</b> Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity,</li> </ul>	



		<p>availability, and resilience of the network.</p> <ul style="list-style-type: none"> <li>+ Power Management: Ensure that charging stations never draw more power than the site can provide.</li> <li>+ Driver Notifications: Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.</li> <li>+ Queueing (Waitlist): Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.</li> </ul> <p>Power Management</p> <p>For operating costs, software can allow station operators to target “off-peak” periods of lower energy costs or avoid triggering a high demand charge. In addition, use of these features can maximize the number of charging ports within a given site while still keeping overall power requirement at the site meter below a determined level. This helps reduce the necessary electrical infrastructure and utility service required to support a given site and thus save capital expenditures.</p> <p>Below is a summary of the available load management tools available within ChargePoint charge management software:</p> <ul style="list-style-type: none"> <li>+ Power Share: Intelligently share available power across multiple stations by setting a “not to exceed” limit, which may vary by time of day and day of week. Power may be allocated based on a configurable policy using equal share or priority-based first come first served. This approach allows for NEC compliant oversubscription of available electrical service, mitigation of expensive demand charges, and the option to defer utility upgrades which can be costly and delay projects.</li> <li>+ Load Shift: Use energy when it is cheapest, usually at night when Time of Use (ToU) charges are lower. In environments where the vehicles have sufficient dwell time during off-peak times, shifting load to the least expensive time of day can provide significant savings. Operators simply plug the vehicles in as normal when they return to the depot, and ChargePoint will automatically start charging the vehicles to align with the lowest cost of electricity, no operator intervention required.</li> <li>+ Power Limit: Manage load via building/energy management systems, either through integration via API or installation of a ChargePoint smart meter upstream of the charging stations. This approach optimizes power use by dynamically adjusting power to the charging stations based on real-time monitoring of facility loads.</li> <li>+ Demand Response: ChargePoint can facilitate participating in utility driven demand response programs through use of a standards based OpenADR interface or API, allowing the utility to control charging station load during peak events where supply may not meet demand.</li> </ul> <p>Fleet Charging Solutions</p> <p>Fleet vehicle can require a range of special charging considerations including optimization of depot charging, access to charging while on-route, and home charging for take-home fleets. ChargePoint provides for all of these charging needs through specialized fleet charging solutions. ChargePoint Fleet Depot software integrate with other fleet back-office systems and enables optimized charging of larger fleets while ensuring that fleet vehicles are charged and ready to meet business and operational objectives at the least possible energy cost and within electrical capacity constraints. ChargePoint also offers our Fleet Mobility plan to support charging of vehicle at publicly available charging stations while on-route and integrated with existing fleet fuel card systems. ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards and is continually assessing additional integrations. Finally, ChargePoint offers our Take Home Fleet solution which integrates with our Home Flex charging station and allows fleet managers to access charging data from company vehicle charging at employee's homes to support reimbursement, as necessary.</p> <p>Fleet System Interfaces</p> <p>Fleet System Interface: To ensure a seamless integration with fleet systems relied upon by fleet operators today, ChargePoint has completed or initiated integration discussions with the most common platform including: Geotab, Viriciti, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more. A full set of soap/xml-based application programming interfaces (APIs) are available to integrate into a variety of back-office systems and ChargePoint will continue to grow the partnerships with fleet solution providers to best serve fleet operators.</p>	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ChargePoint has a dedicated team of people that works with numerous organizations, including state and federal government, to formulate policies to promote EV adoption and evolution of the grid and other infrastructure that will be necessary to realize widespread electrified transportation.</p> <p>ChargePoint is a member or plays an active role in the following organizations:</p> <p>CALSTART</p> <p>CALSTART is a member-supported organization of more than 140 firms, fleets and agencies worldwide dedicated to supporting a growing high-tech, clean transportation industry that cleans the air, creates jobs, cuts imported oil and reduces global warming emissions. CALSTART provides services and consulting to spur advanced transportation technologies, fuels, systems and the companies that make them. Use the staff directory to find the expert you need.</p>	

**CLEANTECH GROUP**

The mission of Cleantech Group (CTG) is to accelerate sustainable innovation. Our subscriptions, events and programs are all designed to help corporates, investors, and all players in the innovation ecosystem discover and connect with the key companies, trends, and people in the market. Our coverage is global, spans the entire clean technology theme and is relevant to the future of all industries. The company is headquartered in San Francisco, with a growing international presence in London.

**EDTA**

The Electric Drive Transportation Association (EDTA) is the trade association promoting battery, hybrid, plug-in hybrid and fuel cell electric drive technologies and infrastructure. EDTA conducts public policy advocacy, provides education and awareness, and enables industry networking and collaboration. EDTA's membership includes vehicle and equipment manufacturers, energy companies, technology developers, component suppliers, government agencies and others.

**eMI<sup>3</sup>**

Under the umbrella of ERTICO – ITS Europe, the eMobility ICT Interoperability Innovation, eMI<sup>3</sup>, is an open group of significant actors from the global Electric Vehicles market who joined forces to harmonize the ICT data definitions, formats, interfaces, and exchange mechanisms in order to enable a common language among all ICT platforms for Electric Vehicles. eMI<sup>3</sup> core objectives lie in the development, publication, sharing and promotion of ICT standards. Since 1st December 2015, eMI<sup>3</sup> is an ERTICO Innovation Platform established as a Non-Profit International Association under Belgium law.

**Parksmart**

Parksmart defines and recognizes sustainable practices in parking structure management, programming, design and technology. Industry-driven and field tested, Parksmart distinguishes the forward-thinking parking facilities shaping tomorrow's sustainable mobility network.

**Plug-In Electric Vehicle Collaborative**

The California Plug-In Electric Vehicle Collaborative is a public/private organization comprised of 47 members that include key PEV stakeholders all working together to move the PEV market forwards in California.

**Silicon Valley Leadership Group**

The Silicon Valley Leadership Group is a public policy business trade organization. The Leadership Group was founded in 1978 by David Packard of Hewlett-Packard and represents more than 400 of Silicon Valley's most respected employers on issues, programs and campaigns that affect the economic health and quality of life in Silicon Valley, including energy, transportation, education, housing, health care, tax policies, economic vitality and the environment.

**Green Sports Alliance**

Leveraging the cultural & market influence of sports to promote healthy, sustainable communities where we live & play. Members collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than \$3 trillion to the worldwide economy.

**California Energy Commission**

As the state's primary energy policy and planning agency, the California Energy Commission is committed to reducing energy costs and environmental impacts of energy use - such as greenhouse gas emissions - while ensuring a safe, resilient, and reliable supply of energy.

**Los Angeles Business Commission**

Uniting the power of business with the power of government for education and advocacy to promote environmental and economic sustainability.

**Cleantech San Diego**

Cleantech San Diego is a nonprofit member organization that positions the greater San Diego region, including Imperial County, as a global leader in the cleantech economy. We foster collaborations across the private-public-academic landscape, lead advocacy efforts to promote cleantech priorities, and encourage investment in the San Diego region. Our members include more than 100 local businesses, universities, governments, and nonprofits committed to advancing sustainable solutions for the benefit of the economy and the environment.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ChargePoint AC L2 stations are Energy Star certified. ChargePoint DC products are intended to be Energy Star certified when the program is fully defined and available for certification.</p> <p>ChargePoint owns an Advanced Test Center that exposes all of our products to extreme environmental accelerated life cycle testing. Tests include solar loading, extreme heat, extreme cold, humidity, seismic, focused pressurized water, impact, and dozens of other tests designed to improve product reliability and longevity. Higher reliability, less on-site visits, fewer replacement parts, and longer life span all contribute to lessening environmental impact.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ChargePoint has several authorized resellers with various Women or Minority Business Entity (WMBE) or Small Business Entity (SBE), and Service-Disabled Veteran owned accreditations. ChargePoint will provide a detailed list upon request.	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>ChargePoint is a complete systems provider, offering the highest level of integration of hardware, software, and services, and delivering the best value in the industry. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. ChargePoint's extensive technical expertise and fully integrated portfolio also allows ChargePoint to work rapidly with key partners to develop new, innovative solutions in support of a rapidly evolving market.</p> <p>Simply put, ChargePoint is unlike any other charging solution provider in that it provides the scale, experience, service, and quality necessary to make any EV charging initiative a success.</p> <p><b>Experience</b> An integrated experience provides an effortless charging experience for station owners and drivers. It ensures consistent performance, efficiency, and reliability at every touchpoint whether one is using a mobile app, plugging into a charging station, managing the station or analyzing charging data.</p> <p>ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. ChargePoint is the only company that delivers solutions that provide an integrated EV charging experience for businesses and drivers across every touch point and for every use case. We design, develop, and manufacture complete, integrated hardware and software solutions for every charging scenario: from home and multifamily to workplace and fleet. From a top-rated mobile app and award-winning services and support to the most reliable network and stations, ChargePoint has you covered.</p> <p><b>Scale</b> As EV adoption grows and charging becomes a necessity for your business, you want to rest assured that the charging solution you invest in today will set you up for success in the future by enabling you to support more drivers, add the latest software features and expand your EV fleet with minimal disruption to your business. The EV charging solution you invest in today must set you up for success tomorrow.</p> <p>ChargePoint offers seamless scalable solutions that grow with your business. We will help you get started easily, up to speed quickly and, when the time comes, ramp up effortlessly—all with minimal disruption to your business. Our extensive expertise with incentives, rebates and grants will even save you money every step of the way. No wonder 60% of Fortune 50 companies are ChargePoint customers.</p> <p><b>Quality</b> You need an EV charging solution that just works no matter how it is used, where it is used or when it is used. A solution that is so reliable that you can just set it and forget it. Your EV charging solution has to work, every time.</p> <p>That is why ChargePoint is the only company that has made a major investment in quality testing on all our stations and software. ChargePoint is the only EV charging solutions company with an advanced in-house testing lab. We rigorously test all our stations and software to ensure your investment can stand up to any element, scenario, or mishap. All our products are UL-listed, ENERGY STAR® and CE (EU) certified, and our modular design minimizes downtime. With so much riding on the New Fueling Network, your EV charging solution just has to work, every time. With ChargePoint, it will.</p> <p><b>Service</b> Best-in-class support is essential for providing a high caliber experience for all participants in the fueling network, whether one is driving a personal vehicle, delivering goods, driving work vehicles, or riding shared transport.</p> <p>ChargePoint knows comprehensive services are critical for an exceptional EV charging experience. ChargePoint has been in the business of electric fueling longer than anyone else. Since 2007, we have been working with our customers to design comprehensive services built around their needs. Today, from sophisticated networked solutions to top-rated service products, we have the resources to provide our own 24/7 support in multiple languages and the infrastructure to support drivers no matter where they charge on our network. Station operators do not have to take waste previous time to figure out whether the hardware or software vendor is responsible for an issue – just call ChargePoint and we will handle the rest.</p>
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**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	<p>ChargePoint provides a standard one-year warranty for all commercial level 2 charging stations and a three-year warranty for our residential charging station. Standard warranty covers parts only.</p> <p>Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that includes dispatched labor at committed service levels to perform on site repairs, proactive dispatch, monthly reports, 24x7 station health monitoring, and a long list of additional features described in more detail below. Assure is available from one to five-year term increments.</p> <ul style="list-style-type: none"> <li>+ Unlimited software configuration changes</li> <li>+ 98% annual uptime guarantee with non-performance penalty</li> <li>+ Standard one (1) business day response time to station failures or one (1) business day from Parts arrival when required</li> <li>+ Automated monthly summary reports and detailed quarterly reports of your station's performance metrics. We send the reports automatically, so you don't have to generate them.</li> <li>+ Proactive station monitoring and dispatch</li> <li>+ Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snowplows.</li> <li>+ Additional options are available upon request, such as strategic spares, consigned inventory, and customer training for on- site repairs and maintenance.</li> </ul>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please see ChargePoint F_Assure Terms of Service.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for Assure.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. ChargePoint Assure is available throughout the US and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For this proposal, ChargePoint is the original equipment manufacturer of the charging equipment, so all warranty service is covered by ChargePoint.	*
47	What are your proposed exchange and return programs and policies?	ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns, or exchanges are requested. On a case-by-case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem. ChargePoint channel partners may also offer returns and exchanges at their discretion. Please refer to ChargePoint Attachment G_Parts Exchange Warranty for details.	*
48	Describe any service contract options for the items included in your proposal.	ChargePoint Assure, as outlined in the response to item 42, is the primary service offering we are including in our proposal. ChargePoint is also developing an enhanced Assure offering called Assure Pro, in concert with our Managed Spares Service, to provide faster repair times.	*

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	ChargePoint Assure, as outlined in section 9A in this proposal, is an optional extended and enhanced warranty offer that provides for proactive monitoring, coordinated repairs, and full parts and labor costs coverage. The SLA associated with Assure provides for a 98% or better uptime guarantee with financial penalties for non-performance. Please see the attachments titled Assure Data Sheet and Assure Terms of Service for additional detail.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Line Item 49.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30. ChargePoint channel partners may offer varying payment terms at their discretion.
52	Describe any leasing or financing options available for use by educational or governmental entities.	ChargePoint supports the following options for procurement of charging stations and associated services. In addition to the options available below, ChargePoint's channel partners may also offer additional financing and leasing plans. Outright Purchase Upfront payment of all goods and services. ChargePoint and associated partners then fulfill installation works, network services and ongoing support in accordance with contractual agreements. ChargePoint as a Service (CPaaS) In this unique offer ChargePoint remains the owner of the stations. The customer simply pays a fixed monthly fee for ability to use the stations. ChargePoint maintains the stations with an uptime guarantee. At the end of the term the station can be replaced with the latest version or we will take them back if the Customer chooses to purchase a different solution. Hence, this resolves the problem obsolete hardware that needs to be removed or integrated and fits very nicely with the leasing business. Financing Options ChargePoint partners with major financial providers to offer a full finance offer for all ChargePoint services as well as site 'make-ready'. A simple monthly payment covers all bundled costs over the course of the agreed term with a final payment option for ownership of stations to transfer to Sourcewell and its members.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Depending on Sourcewell member needs, ChargePoint would either process orders directly with the Sourcewell member or through a local channel partner. The channel partner would process an order with the Sourcewell member and an upstream order with ChargePoint for the associated products and services.  In either case the Sourcewell member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. ChargePoint and various channel partners can accept credit cards for payment.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.



Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ChargePoint has provided a detailed line-item price book showing list price and proposed contract price. Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.</p> <p>This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.</p>
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 0-20% off MSRP.
57	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>ChargePoint would consider any installation services including materials and labor beyond the scope of our Install- Valid service listed in our pricing proposal to be "Open Market" options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation.</p> <p>Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&amp;M partner who would then provide a quote for these services to the Sourcewell member.</p> <p>ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>As described in question 58 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation.</p> <p>Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&amp;M partner who would then provide a quote for these services to the Sourcewell member.</p> <p>ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the Sourcewell member and ChargePoint partner for those services.</p>
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.</p> <p>ChargePoint will provide pricing upon request. In addition, if Sourcewell members are able to require their own shipping carrier upon purchase.</p>
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight terms for Alaska, Hawaii and Canada are treated no different the contiguous united states. As described above freights costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.



62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods or options offered in your proposal.	*
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe.</p> <p>In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcwell opportunities appropriately, so they receive the contract pricing and terms.</p> <p>In the event these leads require a pass-through channel or O&amp;M partner, we will ensure the partner is conforming to any contract requirements as well.</p> <p>As sales are made and shipments are processed all Sourcwell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcwell administrative fee can be easily calculated and paid.</p>
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Upon award, ChargePoint will proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and have the resources necessary to quickly train staff and partners on new initiatives. Here is an outline of our training approach:</p> <ul style="list-style-type: none"> <li>+ Contract Launch: Appropriate stakeholders from ChargePoint will attend this meeting to learn more about best practices and successful deployments.</li> <li>+ ChargePoint Project Team Planning: After the contract launch our ChargePoint project team will immediately develop a training presentation and material for sales management, direct sales team, our marketing team, and our partner network. We will seek Sourcwell's input on our planned presentation prior to performing any training sessions.</li> <li>+ Training deployment: We will coordinate training sessions for sales management, direct sales teams, our marketing team, and our partner network. We do these trainings often and typically via webinar. The partner training will be separate from our internal trainings.</li> <li>+ Training follow up: <ul style="list-style-type: none"> <li>o ChargePoint employees: After the initial training we will have follow up webinars with direct sales to make sure this is top of mind. We will share success stories with the team to keep "buzz" going.</li> <li>o Partner: After initial training, we will have follow-up webinars and email campaigns sent to all partners promoting the contract. We will continue to train them on how to leverage this contract within the markets they cover. We currently host several partner trainings throughout the year and will make sure this is a topic.</li> </ul> </li> <li>+ Website: We will have a link on the "Current Incentives" page on our website to guide Sourcwell members, ChargePoint employees, and partners to learn more about the award.</li> </ul>

66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms.</p> <p>If these leads are required to pass through a channel or O&amp;M partner, we will ensure the partner is conforming to any contract requirements as well.</p> <p>As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid.</p>	*
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**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *	
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>ChargePoint is the only global charging solution provider that offers a complete range of AC and DC charging solutions for all vehicle types and charging use cases.</p> <p><b>Charging Equipment</b></p> <p>Charging stations must be safe, reliable, easy to use and capable of measuring detailed energy usage and enabling managed charging. In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio:</p> <ol style="list-style-type: none"> <li>1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW all linked with a powerful mobile app.</li> <li>2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence.</li> <li>3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging.</li> <li>4. ChargePoint Express CPE250: DC Fast Charging up to 62.5kw (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind.</li> <li>5. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 350kW across up to 8 charging dispensers. Designed on a modular basis to scale with vehicles and power needs.</li> </ol> <p>Please refer to the attached data sheets for additional information on the proposed charging stations.</p> <p><b>Charging Software</b></p> <p>ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case.</p> <p><b>Services</b></p> <p>ChargePoint offers a range of services to support our proposed EV charging solutions. This includes:</p> <ul style="list-style-type: none"> <li>+ Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and an uptime guarantee of 98%.</li> <li>+ Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.</li> </ul>	*
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ChargePoint is proposing to continue to sell charging hardware, software, and services including maintenance and service for all types of charging use cases.	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Description / Comments *	
69	Non-network electric vehicle charging hardware	<input type="radio"/> Yes <input checked="" type="radio"/> No	ChargePoint does not offer non-networked charging solutions given the importance of a network to enable a more positive driver experience and to enable station owners the ability to remotely monitor and adjust operating parameters to optimize the charging experience.	*
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChargePoint offers the CPF50 and CT4000 level 2 stations for private and mixed-use charging respectively, the CPE250 and Express Plus platform for DC fast charging, and the CPH50 Home Flex for residential level 2 charging.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChargePoint offers final installation, commissioning, and ongoing maintenance services for all proposed charging hardware.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChargePoint offers preliminary site design and engineering and final installation services. Additional site construction may also be provided by various ChargePoint channel partners and installation partners.	*
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via the ChargePoint Network	*
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via the ChargePoint Network	*
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via the ChargePoint Network	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	<p>ChargePoint offers final installation and wiring of all ChargePoint charging stations. Our local and national network of partners across the U.S. and Canada are trained and certified on the installation of our products through our Training and Certification Program. All of our partners have access to licensed electricians which can also provide additional electrical infrastructure construction as necessary to support station installation.</p> <p>Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.</p>
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>ChargePoint uses sub-contractors to provide service, support, installation and validation of charging equipment. ChargePoint has a network of over 40 O&amp;M (operations and maintenance) partners and 2,000 certified installers supporting North America. Our local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification Program.</p> <p>To ensure project success, we can work with Sourcewell members and our O&amp;M partner to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint is committed to closely with members to ensure site design, charging station layout, and driver experience meets their desires and expectations.</p>
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>ChargePoint may use the information we collect from or about you for the following business or commercial purposes, such as uses to:</p> <ul style="list-style-type: none"> <li>+ Process your application to create an account with ChargePoint;</li> <li>+ Provide our Service to you, including information, products, and services you request from us that enable you to access our charging stations network;</li> <li>+ Process billing functions, including payment of fees;</li> <li>+ Notify you of changes to our Website or Service;</li> <li>+ Manage and administer your account, including to distinguish between multiple vehicles or users under a single account, and for information regarding charging sessions (e.g., duration, energy consumption, station owner and station data);</li> <li>+ Manage and respond to any inquiries, correspondence, concerns or complaints you have sent to us;</li> <li>+ Communicate with you regarding the Service;</li> <li>+ Enable you to communicate with other users;</li> <li>+ Promote and market ChargePoint products and services;</li> <li>+ Analyze use of the Service;</li> <li>+ Improve any services we provide, and research or develop other products or services;</li> <li>+ Keep our Service secure and operational;</li> <li>+ Provide value added service, promotions, and pricing;</li> <li>+ Fulfill the purposes for which you provided it (such as to help you find a ChargePoint station);</li> <li>+ Maintain internal records;</li> <li>+ Create or maintain aggregated, anonymized, or de-identified information, which we may use and disclose without restriction;</li> <li>+ Investigate, prevent, or take action regarding unlawful or harmful activities, including potential threats to physical safety, potential fraud, and violations of our Terms and Conditions; and/or</li> <li>+ Safeguard our and others' rights or property.</li> </ul> <p>We may combine any of the information that we collect from you with other information, including information that we obtain from third parties, or with information derived from any other products or services we provide. For example, we may combine personal information you provide us, such as an email address, with information automatically collected about your device.</p>
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>ChargePoint leverages Amazon AWS as our hosting provider, with instances located in the United States, Canada, EU (Germany), and Australia. All data generated through the use of charging stations is stored within the appropriate region.</p> <p>ChargePoint is PCI certified by a 3rd party auditor and has SOC2 Type II certification. We are also in the final stages of completing our ISO 27001 certification, which is expected to be completed by end of May 2021.</p> <p>ChargePoint's primary driver support call center is located in Scottsdale AZ. To provide 24/7 driver support, some driver support calls may be routed to our Amsterdam NL support center.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - ChargePoint\_Financial Strength & Stability.pdf - Thursday April 22, 2021 10:42:04
  - [Marketing Plan/Samples](#) - ChargePoint\_Marketing Plan & Samples.zip - Thursday April 22, 2021 10:17:09
  - [WMBE/MBE/SBE or Related Certificates](#) - ChargePoint\_Diversity Policy.pdf - Thursday April 22, 2021 10:33:06
  - [Warranty Information](#) - ChargePoint\_Warranty Information.zip - Thursday April 22, 2021 10:09:14
  - [Pricing](#) - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services\_Pricing.xlsx - Wednesday April 21, 2021 23:15:02
  - [Upload Additional Document](#) - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services\_Additional Documents.zip - Thursday April 22, 2021 10:36:46

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Ta, Sr. RFP Manager, ChargePoint Holdings, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_EV_Supply_Eqpt_RFP_042221</b> Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_EV_Supply_Eqpt_RFP_042221</b> Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_6_EV_Supply_Eqpt_RFP_042221</b> Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_EV_Supply_Eqpt_RFP_042221</b> Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_EV_Supply_Eqpt_RFP_042221</b> Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_EV_Supply_Eqpt_RFP_042221</b> Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_EV_Supply_Eqpt_RFP_042221</b> Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_EV_Supply_Eqpt_RFP_042221</b> Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1



**AMENDMENT #1  
TO  
CONTRACT # 042221-CPI**

THIS AMENDMENT is by and between **Sourcewell** and **ChargePoint, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Electric Vehicle Supply Equipment and Related Services to Sourcewell and its Participating Entities, effective July 15, 2021, through July 20, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Article 2. Equipment, Products, or Services Section, B. Warranty is deleted in its entirety and replaced with the following:

Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and for a period of one year and consistent with Vendor's Parts Only Warranty (the "Warranty") are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

3. Article 6 Participating Entity Use and Purchasing, A. Orders and Payment is deleted in its entirety and replaced with the following:

To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms as agreed between the Participating Party and Vendor, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

4. Article 8 Report on Contract Sales Activity and Administrative Fee Payment, B. Administrative Fee is deleted in its entirety and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Vendor will submit payment to Sourcewell of 2% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

5. Article 11 Liability is deleted in its entirety and replaced with the following:

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees, to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees or Vendor's willful misconduct; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications

6. Article 21. Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, Section D. Rights to Inventions Made Under a Contract or Agreement is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

#### Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, Chief Procurement Officer

Date: 9/27/2021 | 7:22 AM CDT

Approved:

DocuSigned by:  
By: Chad Coanette  
Chad Coanette, Executive Director/CEO

Date: 9/27/2021 | 7:54 AM CDT

#### ChargePoint, Inc.

DocuSigned by:  
By: Rex Jackson  
Rex Jackson

Title: CFO

Date: 9/27/2021 | 7:18 AM CDT



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:

**Sourcewell #042221-CPI | Exp. 07/20/2025**

Req # (if available): **N/A**  
Vendor Name: **ChargePoint**

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 **\$100,000.00**.

Written justification or summary of purchase.

**Electric vehicle charging equipment, supplies, materials, services, and networking.**

*Purchasing:*

**Josilla Togiola, Purchasing Manager**  
**Date:** 11/12/2024

*Authorized Department Staff:*

**Name/Title:** Reata Kulcsar, Energy and Sustainability Officer  
**Date:** 11/12/2024

*\*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.*



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: CONSIDER ISSUING THE "10-DAY REPORT" PURSUANT TO GOVERNMENT CODE SECTION 65858(D) REGARDING INTERIM URGENCY ORDINANCE NO. 24-2414U, WHICH ESTABLISHED A TEMPORARY 45-DAY MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS (CITY COUNCIL)

### I. SUMMARY

On November 6, 2024, the City Council approved Interim Urgency Ordinance No. 24-2414U, which established a temporary 45-day moratorium on acceptance, processing and consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following cessation of refinery operations. (Exhibit No. 1; "Ordinance"). The City Council will consider an extension of the Ordinance on December 3, 2024. Pursuant to Government Code Section 65858(d), at least ten (10) days prior to expiration of the Ordinance or any extension, the City Council must issue a written report describing the measures taken to alleviate the condition which led to the adoption of the Ordinance ("10-Day Report") (Exhibit No. 2).

### II. RECOMMENDATION

**TAKE** the following action:

1. **ISSUE** the "10-Day Report on Interim Ordinance No. 24-2414U" (Exhibit No. 2).

### III. ALTERNATIVES

**TAKE** another action that City Council deems appropriate, subject to compliance with applicable law.

### IV. BACKGROUND

On November 6, 2024, the City Council adopted the Ordinance pursuant to Government Code Section 65858 and City Charter Sections 313(F) and 316(4).

Ten days prior to the Ordinance expiring or the City extending the Ordinance (if sooner than the 45 days), the City Council is required to issue a written report "describing the measures taken to alleviate the condition that led to the adoption of the [O]rdinance." (Gov't Code § 65858(d)).

If an interim ordinance is initially adopted without notice and a hearing, as was the case with the Ordinance, it may be extended upon notice and a public hearing for an additional 10 months and 15 days, and then a second time upon notice and a public hearing for up to 12 additional months. Like the initial adoption of the interim ordinance itself, any extension of it requires a four-fifths vote and requires findings justifying the same. The maximum total permissible duration of effectiveness of an interim ordinance, as extended, is two years.

The current Ordinance will expire on December 21, 2024, if it is not extended by the City Council on or before that date. In order for the City Council to consider whether the facts and circumstances warrant extension of the moratorium, the City Council is required to hold a noticed public hearing. Currently, staff anticipates the public hearing for the extension of the Ordinance to occur on December 3, 2024. The 10-Day Report must therefore be issued by the Council no later than November 23, 2024, in order for the extension of the Ordinance to be considered on December 3, 2024.

As detailed in the 10-Day Report (Exhibit No. 2), the City's Planning Commission has already heard and recommended approval to the City Council of a General Plan Amendment that would expressly require submittal and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations. The proposed General Plan Amendment is slated to be considered by the City Council for the first time on December 3, 2024.

The 10-Day Report also notes that the City is still studying potential further modifications to its General Plan and Zoning Ordinance regulations pursuant to the City Council's directive set forth in Section 7 of the Ordinance, which provides that the City, during the effective period of the Ordinance, shall study and consider proposed or potential General Plan, specific plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed.

## **V. FISCAL IMPACT**

None.

## **VI. EXHIBITS**

1. Ordinance No. 24-2414U
2. 10-Day Report

**Attachments**

[Interim Urgency Ordinance \(Moratorium\) on Oil Refinery Redevelopment \(11.6.2024\)](#)

[\(Refinery Redevelopment Moratorium\) Ten Day Report on Ordinance No. 24-2414U\(1032800.1\).pdf](#)

## ORDINANCE NO. 24-2414U

### **AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, TO ESTABLISH A TEMPORARY 45-DAY MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF**

**WHEREAS**, the City of Carson ("City"), a charter city, has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to its Charter and California Constitution Article XI, Section 7.

**WHEREAS**, Government Code 65858 and Charter Sections 313(F) and 316(4) expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.

**WHEREAS**, there are multiple oil or petroleum refineries and related or supporting facilities or uses located in the City that are currently in operation, including but not limited to: (i) the Phillips 66 crude oil processing plant located on approximately 227 acres of land at 1520 E. Sepulveda Blvd. in the City of Carson, which serves as the front end of Phillips 66' Los Angeles Refinery and is connected via pipelines with a back-end refinery facility located five miles away in the Wilmington District of the City of Los Angeles; and (ii) the Tesoro petroleum refinery located on approximately 730 acres of land at 2350 East 223rd Street and/or 1801 E. Sepulveda Blvd. in the City of Carson, which is integrated with the Tesoro Los Angeles Refinery – Wilmington Operations located at 2101 East Pacific Coast Highway in the Wilmington District of the City of Los Angeles to collectively comprise the Tesoro Los Angeles Refinery. The current oil or petroleum refineries and oil or petroleum refinery-related or supporting facilities or uses in the City of Carson are located in and throughout (but not necessarily on each and every parcel in), the area of the City that is south of 223<sup>rd</sup> St. and east of Wilmington Ave. The properties on which these facilities or uses are located are collectively referred to herein as the "Refinery Sites," and individually as a "Refinery Site").<sup>1</sup>

**WHEREAS**, from time to time, oil refineries cease operations, as evidenced by the closure of the former Shell oil refinery located on Assessor's Parcel No. 7318-018-008 abutting Del Amo Blvd. and Wilmington Ave. in the City, which ceased operations in 1992 (the "Shell Property"). More recently, on October 16, 2024, Phillips 66 publicly announced that it will cease operations at its Los Angeles Refinery in the fourth quarter of 2025.

**WHEREAS**, the City is considering or studying, or intends to study within a reasonable time, General Plan, specific plan and/or zoning proposals to adopt new or amended land use and zoning

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<sup>1</sup> The listed approximate acreage figures are from references contained in the City's General Plan Community Character and Design Element, and the listed street addresses are from information found via online google searches. Additional information and studies are needed for the City to ascertain the precise boundaries and acreage of the Refinery Sites with certainty.



regulations that would be applicable to redevelopment and subsequent use of the Refinery Sites following cessation of oil or petroleum refinery-related or supporting operations or uses ("Refinery Operations"), to ensure the protection of public peace, health, safety, and welfare, environmental quality, and environmental justice in connection with any such redevelopment.

**WHEREAS**, the City most recently updated its General Plan in April of 2023 by adopting the Carson 2040 General Plan. The General Plan land use classification for the Refinery Sites is generally Heavy Industrial, although certain limited areas are classified as Light Industrial. The zoning designation for the Refinery Sites pursuant to the Carson Zoning Ordinance is Manufacturing-Heavy. The Manufacturing-Heavy zoning designation permits a wide range of industrial and commercial uses by-right, consistent with the Heavy Industrial General Plan land use classification, and to a lesser extent the Light Industrial General Plan land use classification. Residential uses are prohibited on the Refinery Sites pursuant to the General Plan Heavy Industrial and Light Industrial land use classifications and the Manufacturing-Heavy zoning designation, and therefore are not the subject of this Ordinance. The General Plan accounts for potential redevelopment of the Shell Property by, among other things, providing that it is required to have a cohesive master plan or specific plan to outline long-term growth of the site and ensure compatibility with surrounding properties. However, the General Plan does not similarly account for the potential of redevelopment of the Refinery Sites.

**WHEREAS**, the City is currently studying a potential amendment to the General Plan to better ensure the protection of public health, safety and welfare in connection with the prospect of redevelopment of the Refinery Sites for a new use, including the possibility of requiring a cohesive specific plan or master plan to guide any redevelopment of the Refinery Sites, similar to what is currently provided for the Shell Property. The City is also studying or considering, or intends to consider within a reasonable time, related Zoning Ordinance/Zoning Code text and/or Zoning Map amendments including potential rezoning of the Refinery Sites consistent with the General Plan as part of the City's anticipated comprehensive Phase 2 Zoning Code Update, or separately therefrom.

**WHEREAS**, City staff requires time to study and develop appropriate regulations for redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations, consistent with State and federal law.

**WHEREAS**, pursuant to the foregoing authority, the City Council desires, on an urgency basis, to temporarily prohibit acceptance and processing of applications for and issuance of permits (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variances, subdivisions, and other entitlements for use, associated with any proposed commercial or industrial redevelopment or subsequent use of Refinery Sites, as well as any construction activities that may occur pursuant to any such commercial or industrial redevelopment applications or permits, following cessation of Refinery Operations.

**WHEREAS**, this Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858 (which applies to charter cities) and Charter Section 313(F) and 316(4), and may be introduced and adopted at the same meeting and be effective immediately upon adoption if passed by a four-fifths vote of the City Council

**WHEREAS**, all legal prerequisites to the adoption of the Interim Urgency Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.            INCORPORATION OF RECITALS.**

The foregoing recitals above are true and correct, and are incorporated herein by this reference as findings of fact.

**SECTION 2.            CEQA.**

Pursuant to CEQA Guidelines Section 15378, this Ordinance does not constitute a CEQA “project”, because: (i) the whole of the action does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, which are required parts of the definition of “project” under CEQA Guidelines Section 15378(a), and because the action constitutes administrative or maintenance activities of the City, such as general policy and procured making, which are excluded from the definition of project under CEQA Guidelines Section 15378(a). There is no redevelopment proposal related to the Refinery Sites currently on file or otherwise before the City for review or consideration, and this action merely ensures the City will have sufficient time to study and consider the general plan or zoning proposals referenced above without being obligated to approve any application that may be received in the interim, to ensure that if and when an application for redevelopment of the Refinery Sites for a new use following cessation of Refinery Operations is filed with the City, the City will have the appropriate authority to ensure the protection of public health, safety, welfare and the environment in connection with its review and processing of and decision upon such application(s).

In the event this Ordinance does constitute a CEQA “project,” it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because the action does not have the potential for causing a significant effect on the environment. “Significant effect on the environment” is defined in CEQA Guidelines Section 15382 as “a substantial, or potentially substantial, *adverse* change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.” (emphasis added). It can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment, because any potential change in any of the physical conditions within the area affected by the Ordinance would be favorable, not adverse, on the environment, in that the contemplated general plan and zoning proposals that the City is studying, by requiring approval of a cohesive specific plan or master plan for any new use of the Refinery Sites and rezoning Refinery Sites consistent with the General Plan thereby conferring greater discretion on the City to mitigate potential environmental impacts of such new uses, could only increase, and not in any way decrease, the potential that a proposed redevelopment of the Refinery Sites would constitute a discretionary project, within the meaning of Public Resources Code Section 21080(a), with respect to approval by the City, and that the City would therefore have authority to conduct environmental review of such project pursuant to CEQA and thereby take measures protect and improve the environment in connection with redevelopment of the Refinery Sites, whereas absent such regulations, the City may not have such authority over a proposed new by-right heavy industrial use or development of the Refinery Sites, and therefore without this ordinance could be obligated to approved such a new use or development without conducting CEQA review.

**SECTION 3.            URGENCY FINDINGS.**

The City Council hereby finds and declares this Ordinance as an urgency measure necessary for the immediate preservation and protection of the public peace, health, safety and welfare. The facts constituting the urgency, in addition to the findings set forth above, are:

A. There is a current and immediate threat to public peace, safety, health, and welfare posed by the prospect of submittal to the City of an application for commercial or industrial redevelopment or subsequent use of the Refinery Sites following cessation of Refinery Operations under the City's current General Plan and zoning regulations, as further detailed below. In the event of such an application, absent this Ordinance and new or amended land use and zoning regulations resulting from the General Plan and zoning proposals being studied, the approval of subdivisions, variances, demolition, grading and building permits, use permits, site plan and design/development and site plan and zoning compliance review permits/approvals, or any other applicable entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public peace, health, safety and welfare.

B. The current Manufacturing-Heavy zoning designation applicable to the Refinery Sites permits a wide range of industrial and commercial uses by-right, consistent with the General Plan land use classification of Heavy Industrial, and to a lesser extent the General Plan land use classification of Light Industrial in the limited area where it applies south of 223<sup>rd</sup> St. and east of Wilmington Ave., and there is no requirement (unlike for the Shell Property) of a cohesive master or specific plan to outline long-term growth of the site and ensure compatibility with surrounding properties. Accordingly, in the event of an application for redevelopment of a Refinery Site for such a by-right use following cessation of Refinery Operations, the City may not have the discretion necessary to ensure the protection of public health, safety and welfare, including but not limited to environmental justice and compatibility with surrounding properties, in connection with the new proposed use or development of the Refinery Sites following cessation of Refinery Operations. For example, there are residential communities located immediately to the west and north of the Refinery Sites, and under the current regulations, the City would not have sufficient discretion and authority to ensure compatibility of the future use of the Refinery Sites with these residential communities and to ensure the future development and use of the Refinery Sites does not create adverse effects upon their public peace, health, safety and welfare.

C. Similarly, absent new or amended City General Plan and/or zoning regulations, the City may not have authority to conduct CEQA review of a project for redevelopment or subsequent use of a Refinery Site following cessation of Refinery Operations, as detailed in Section 2 above. As a result, such redevelopment could result in unknown and unmitigated significant adverse environmental effects, including but not limited to risks to the health and safety of the individuals who occupy the sites of the future developments and that of the residents of the surrounding communities. It is well-known that oil refineries utilize many industrial processes and toxic materials, and have the potential to severely contaminate the property on which they are located, including potential soil and groundwater contamination from refinery wastewater or other discharges and spills that may occur from or at the refinery. The Refinery Sites have generally been operated as oil refineries for many years – according to the California Energy Commission's webpage (<https://www.energy.ca.gov/data-reports/energy-almanac/californias-petroleum-market/californias-oil-refineries/california-oil>), the Tesoro Los Angeles Refinery began its operations (in Wilmington and/or Carson) in 1938 and the Phillips 66 Los Angeles Refinery began its operations (in Wilmington and/or Carson) in 1917, and therefore many of the Refinery Sites are likely contaminated, although environmental testing would be needed prior to approval of any redevelopment in order to determine the extent of any contamination and the necessary remedial or mitigation actions or measures or other necessary restrictions to ensure the redevelopment and subsequent use is safe for the workers and occupants of the sites and those in the surrounding areas.

Ensuring the City has authority to conduct CEQA review over redevelopment projects and subsequent uses for the Refinery Sites will help ensure that any potential significant environmental impacts of any such proposed redevelopment are adequately studied, understood, made public, and mitigated to the extent feasible (unless a statement of overriding considerations is adopted or the project is exempt from CEQA) in accordance with CEQA prior to approval of any such redevelopment.

D. Redevelopment and subsequent use following cessation of Refinery Operations also implicates potential environmental justice issues. As stated in the General Plan Environmental Justice element, the census tracts located within the City to the west and north of the Refinery Sites (as well as the Refinery Sites themselves, although unpopulated) are designated as SB 535 “Disadvantaged Communities,” defined as an area identified by CalEPA or a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure or environmental degradation. These areas are majority-minority, low-income, and carry heavy pollution burdens. The areas to the south and east of the Refinery Sites are located within the City of Los Angeles. The General Plan and zoning proposals that are being studied and considered, or that the City intends to consider within a reasonable time, will help address the potential environmental justice issues associated with redevelopment of the Refinery Sites and ensure the protection of environmental justice consistent with the General Plan and applicable law.

E. In the absence of modified local General Plan and/or zoning regulations applicable to the Refinery Sites that account for the real prospect of redevelopment of same for a new use as discussed above, the risk of adverse impacts to public peace, health, safety, and welfare, environmental justice, and environmental quality resulting from such redevelopment and new use of the Refinery Sites could be realized suddenly and dramatically in the event a by-right application is filed, particularly given the publicly-announced impending closure of the Phillips 66 Los Angeles Refinery and the possibility of an application being submitted prior to actual cessation of Refinery operations. Processing and acting upon an application for a permit, subdivision, variance, or any other applicable entitlement for use for commercial or industrial redevelopment or subsequent use of the Refinery Sites under the City’s current regulations could result in a severe negative impact upon the public peace, health, safety, and welfare in the City.

F. The City is considering and studying, or intends to consider and study within a reasonable time of adoption of this Ordinance, General Plan and zoning proposals applicable to the redevelopment and subsequent use of the Refinery Sites in order to protect and preserve the public health, safety and welfare of its residents, businesses and visitors against the risks and negative impacts associated with same, as discussed above.

G. The City’s City Council and staff need time to study, develop, revise and complete the contemplated General Plan and zoning proposals before they can be adopted and implemented. Among other things, as noted above, additional information and studies are needed for the City to ascertain the precise boundaries and acreage of the Refineries with certainty; such information will help guide the City’s preparation, consideration and action upon the contemplated General Plan and zoning proposals, including by enabling the City to have a better understanding of the potential impacts of a redevelopment or new use of such large oil refinery properties, which aside from the City’s experience with the Shell Property, is unprecedented in the City’s history.

H. This Ordinance is being adopted in order to allow the City time to thoroughly study, develop, revise, and adopt General Plan and zoning regulations related to potential redevelopment and

subsequent of the Refinery Sites following cessation of Refinery Operations, to enable the City to adequately and appropriately protect and preserve the health, safety and welfare of the communities and residents of the City.

I. The commencement of new commercial or industrial uses or associated development and construction activities on the Refinery Sites, and the consideration and processing of applications for approvals, permits and entitlements to engage in such new uses or development, may be in conflict with the contemplated General Plan and zoning proposals described above, and therefore there is a need to prohibit such activities temporarily to allow the City sufficient time to complete the necessary studies and take the necessary actions to protect the public health, safety and welfare as it relates to redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations.

J. As a result of the current and immediate threat that potential commercial or industrial redevelopment of the Refinery Sites poses to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on such redevelopment and subsequent use in the City, as detailed in Section 5 below.

K. The moratorium is immediately necessary to preserve the public peace, health, safety, and welfare, and should be adopted immediately as an urgency ordinance, to make certain that commercial and industrial redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations is prohibited for the effective period of this Ordinance. Imposition of a moratorium will allow the City sufficient time to study and prepare to enact comprehensive General Plan and zoning actions and regulations applicable to redevelopment and subsequent use of the Refinery Sites.

#### **SECTION 4.**            **AUTHORITY AND EFFECT**

A. Government Code Section 65858 expressly authorizes the City, in order to protect public safety, health, and welfare, to adopt an Urgency Ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended for an additional 10 months and 15 days.

B. Section 313(F) of the City's Charter provides that any urgency ordinance declared by the City Council as an urgency measure necessary for the immediate preservation of public peace, health or safety, and containing a statement of its urgency, may be introduced and adopted at one and the same meeting if passed by a two-thirds affirmative vote of the City Council. Section 316(4)-(5) of the City's Charter provides that an urgency ordinance adopted in the manner provided for in Section 313(F) of the Charter, and any other such ordinance authorized by state law, shall take effect immediately upon adoption.

#### **SECTION 5.**            **MORATORIUM**

Subject to the Exemption in Section 6 below, during the effective period of this Ordinance, no application for any permit (including but not limited to applications for demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variance, subdivision, or other entitlement for use will be accepted or processed, no

consideration of any application for any permit (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variance, subdivision, or entitlement for use will be made, and no permit (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variance, subdivision, or other entitlement for use will be approved or issued by the City for any new commercial or industrial use, development or construction on any of the Refinery Sites or any portion thereof, and any such new use, development or construction activity is prohibited. The determination as to the precise boundaries of the Refinery Sites within the scope of this Ordinance shall be made by the Community Development Director or designee in his or her sole discretion (including on a case-by-case basis if necessary pending a comprehensive determination), subject to the provisions of this Ordinance.

#### **SECTION 6.**                    **EXEMPTION**

This Ordinance does not apply to applications, permits, approvals, variances, subdivisions, entitlements for use, uses, or construction activities on the Refinery Sites that relate to continuing Refinery Operations.

#### **SECTION 7.**                    **STUDY AND DEVELOPMENT**

During the effective period of this Ordinance, the City shall study and consider proposed or potential General Plan, specific plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed.

#### **SECTION 8.**                    **CONSISTENCY WITH THE GENERAL PLAN**

The City Council finds that this Ordinance is consistent with the General Plan, including the following goals and policies thereof:

- A.        LUR-G-12: Promote adaptive reuse and environmental remediation of brownfield sites.
- B.        LUR-G-13: Ensure adequate buffers and transitions between industrial and residential land use as sites are developed or redeveloped.
- C        LUR-G-14: Ensure that future industrial development is in harmony to the extent possible with adjacent residential areas.
- D.        LUR-P-24: Establish performance and development standards to allow a wide range of uses as long as those uses will not adversely impact adjacent uses.
- E.        LUR-P-29: Undertake planned development and specific plans for unique projects as a means to achieve high community standards, address neighborhood or significant site-specific issues, ensure compatibility between a number of uses, on large parcels, and when needed as part of a redevelopment or environmental remediation strategy.

F. CHE-G-1: Seek to improve Citywide health outcomes and reduce disparities between census tracts by focusing on prevention and interventions, and by addressing the root causes of health disparities and equities in Carson.

G. CHE-G-2: Reduce air pollution and the incidence of respiratory illness through the land use planning process.

H. CHE-G-4: Protect community health from pollution by toxics and hazardous materials, especially in areas with vulnerable or sensitive populations.

**SECTION 9. SEVERABILITY**

The City Council hereby declares that, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

**SECTION 10. PUBLICATION**

The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published in a manner prescribed by law.

**SECTION 11. EFFECTIVENESS OF ORDINANCE.**

This Interim Urgency Ordinance shall take effect immediately upon its adoption pursuant to Charter Section 316(4) and Government Code Section 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with Government Code Section 65858(a). Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by Government Code Section 65858(d).

[signatures on the following page]



**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council on this 6th day of November, 2024, by at least a four-fifths affirmative vote of the City Council.

APPROVED AS TO FORM:

CITY OF CARSON:

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

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

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing ordinance, being Ordinance No. 24-2414U passed on this 6<sup>th</sup> day of November , 2024 adopted by the Carson City Council at its meeting held on the 6<sup>th</sup> day of November 2024, by the following roll call vote:

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

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

## EXHIBIT “A”

10-Day Report on Interim Ordinance No. 24-2414U

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November 19, 2024

On November 6, 2024, pursuant to a 5-0 vote, the City Council of the City of Carson adopted Interim Urgency Ordinance No. 24-2414U (the “Ordinance”), which established a temporary 45-day moratorium on acceptance, processing and consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following cessation of refinery operations. The moratorium was enacted pursuant to Section 65858 of the California Government Code, took effect immediately, and will expire on December 21, 2024 unless extended by the Council.

The purpose of the moratorium is to allow the City time to study and consider proposed or potential General Plan, specific plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites (as defined in the Ordinance) following cessation of Refinery Operations (as defined in the Ordinance) that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed.

Subdivision (d) of Section 65858 of the Government Code provides that “[t]en days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance.” This report complies with the requirements of Government Code section 65858(d).

During the period the moratorium has been in place, the City has begun the process of preparing, considering and adopting a General Plan Amendment that would expressly require submittal and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations. The proposed General Plan Amendment was heard by the City’s Planning Commission on November 12, 2024, and immediately following the hearing, the Planning Commission adopted a resolution recommending approval of the proposed General Plan Amendment by the City Council. The City Council is slated to consider the proposed General Plan Amendment for the first time on December 3, 2024, and may or may not see fit to take action on that date.

If adopted as proposed (whether on December 3, 2024 or later), the General Plan Amendment would add another layer of City planning control, such that an applicant who seeks to redevelop an existing refinery site for a new use following cessation of refinery operations would be required to submit a proposed Specific Plan and go through the City’s Specific Plan review and decision-making process in addition to the applicable use entitlement process (if any) and any other required approval process under the Carson Municipal Code (except to the extent the proposed Specific Plan, as approved, provides that it supersedes Carson Zoning Ordinance approval processes or requirements). This requirement would help ensure the City has the necessary authority to conduct CEQA review of such projects, and would also help ensure the City has the necessary Planning oversight and decision-making authority to require the redevelopment to be cohesive and compatible both within the site and with surrounding uses, such as (by way of example only) by requiring landscaped buffers and other project design features and other measures to avoid negative impacts on public health, safety, and welfare, including for the people who occupy the site of the redevelopment and the surrounding areas. In addition, the specific plan requirement

would ensure any redevelopment of such sites will be cohesive and compatible with surrounding areas, including existing or proposed residential areas that may be in the travel path of future development of such sites.

The City has also begun the process of studying other potential General Plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed. The proposed and potential amendments to the City's regulations will also seek to further the goals and policies of the General Plan. Such potential new or amended regulations that the City is studying include, without limitation, possible changes to the permitted uses of such properties. However, in light of the complexity of the State and local laws governing this subject matter and the need to analyze such laws, and the need to analyze the land use and zoning regulations of other California cities in which refineries are located to determine what relevant regulations they may have in place, and given the potentially significant impact that approval of such a redevelopment or subsequent use under current regulations could have on the welfare of thousands of Carson residents, the City staff believe that more time is required to adequately study and make recommendations concerning the potential amendments to City regulations that would alleviate those impacts.

Completing the required analyses, as well as developing and implementing the appropriate modifications, is anticipated to take at least several months. Therefore, the initial 45 days' effectiveness of the moratorium enacted by Ordinance No. 24-2414U provides an insufficient amount of time to fully study and consider all the above, and any other impacts and relevant proposals.



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

SPECIAL ORDERS OF THE DAY 23.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION 24-108 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND/OR A SUCCESSOR OR RELATED ENTITY (CITY COUNCIL)

### I. SUMMARY

The AIDS Healthcare Foundation (AHF) has requested the issuance of tax-exempt and/or taxable revenue bonds, with an aggregate principal amount not to exceed \$152 million, by the Public Finance Authority (PFA) to finance multiple projects across the United States. Of this amount, up to \$22 million will be allocated to finance the acquisition, construction, and equipping of a new facility at 18421 S. Main Street, Carson. The City Council's approval is required as the facility is within Carson's jurisdiction. This approval meets federal and state statutory requirements and does not constitute a financial obligation for the City whatsoever-not now and not in the future.

### II. RECOMMENDATION

1. **OPEN** the public hearing, **TAKE** public testimony and accept any written and/or oral communications, and **CLOSE** the public hearing.

2. **WAIVE** further reading and **ADOPT** Resolution No. 24-108, "A RESOLUTION 24-108 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND/OR A SUCCESSOR OR RELATED ENTITY.

### III. ALTERNATIVES

**TAKE** another action deemed appropriate by the City Council.

#### **IV. BACKGROUND**

The Public Finance Authority (PFA) is a national conduit issuer of tax-exempt and taxable bonds based in Madison, Wisconsin. Established under Wisconsin state law, the PFA operates as a joint powers authority and issues bonds on behalf of nonprofit organizations for projects that serve the public good, including healthcare, education, and housing. Through partnerships with local jurisdictions, the PFA is authorized to issue bonds across the United States for projects that align with its mission, including the AIDS Healthcare Foundation (AHF) facility in Carson.

The AHF, a nonprofit organization committed to HIV/AIDS prevention, treatment, and advocacy, intends to use bond proceeds to support the acquisition, construction, and equipping of a two-story, 53,978-square-foot facility on approximately 2.47 acres within Carson (18421 Main Street). The bond issuance is part of a larger financing package of up to \$152 million, which will fund other AHF projects in various locations, including Florida and Texas. For the Carson project specifically, AHF has requested up to \$22 million of the bond allocation.

Because the Carson facility falls within the City's boundaries, the PFA requires City Council approval of the bond issuance, specifically for the portion related to the Carson facility, to satisfy Section 66.0304(11)(a) of the Wisconsin Statutes and Section 147(f) of the Internal Revenue Code. This approval ensures compliance with statutory requirements following a public hearing, where Carson community members are invited to provide feedback on the project. While the City's approval is necessary, it does not imply a financial obligation on the City's part. The bonds are special, limited obligations of the PFA, secured solely by AHF revenues. They do not constitute a debt or liability for the City and are not backed by the City's credit or taxing power. Approval does not represent an endorsement of the project's financial viability or of AHF's creditworthiness.

#### **V. FISCAL IMPACT**

There is no fiscal impact on the City of Carson.

#### **VI. EXHIBITS**

1. RESOLUTION NO. 24-108

Prepared by Eric Romero, Economic Development Manager

#### **Attachments**

[City of Carson Resolution 24-108.pdf](#)

**RESOLUTION NO. 24-108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING, AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED.**

**WHEREAS**, AIDS Healthcare Foundation, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or a successor or related entity (the "Borrower"), has requested that the Public Finance Authority (the "Authority") issue, from time to time, pursuant to a plan of finance, its tax-exempt and/or taxable revenue bonds in an aggregate principal amount not to exceed \$152,000,000 (the "Bonds") pursuant to Section 66.0304 of the Wisconsin Statutes, as amended (the "Act"), and loan a portion of the proceeds of the Bonds in an amount not to exceed \$22,000,000 (the portion of the Bonds related to such proceeds, the "Local Project Bonds") to the Borrower, for the purpose of (a) financing, refinancing and/or reimbursing the cost of the acquisition, construction, improvement, rehabilitation, equipping and furnishing of a two-story industrial building with approximately 53,978 square feet of space on approximately 2.47 acres located at 18421 S. Main Street, Gardena, California 90248 (collectively, the "Local Facilities"), (b) providing one or more debt service reserve funds for the benefit of all or a portion of the Local Project Bonds, if deemed necessary or desirable; (c) paying a portion of the interest to accrue on the Local Project Bonds, if deemed necessary or desirable; (d) paying certain working capital expenditures, if deemed necessary or desirable; and (e) paying certain costs of issuance of the Local Project Bonds (collectively, the "Local Project"); and

**WHEREAS**, the Borrower expects and, to the extent such approval is required by the Act or the Code, is seeking approval from the applicable jurisdictions, to apply the remaining amount of the proceeds of the Bonds in an amount not to exceed \$130,000,000 to finance, refinance and/or reimburse the cost of the acquisition, construction, improvement, rehabilitation, equipping and furnishing of certain facilities located in: (a) the State of Florida, in the maximum amount of \$49,200,000; (b) the City of Dallas, Texas, in the maximum amount of \$15,500,000; and (c) the City of Los Angeles, California, in the maximum amount of \$65,300,000; and

**WHEREAS**, the Local Facilities will be owned and operated either by the Borrower or by one or more limited liability companies, the sole member of which is the Borrower, in furtherance of the Borrower's mission to eradicate HIV and AIDS through innovative medicine, advocacy, and prevention; AND

**WHEREAS**, the issuance of the Local Project Bonds must be approved by the governmental unit which issued the Local Project Bonds or the governmental unit on behalf of which the Local Project Bonds are issued, and each governmental unit having jurisdiction over the territorial limits in which the Local Facilities are located pursuant to the public approval requirement of Section



147(f) of the Code; and

**WHEREAS**, the Local Facilities are located within the territorial limits of the City of Carson, California (the “City”) and the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Local Project Bonds under Section 147(f) of the Code; and

**WHEREAS**, pursuant to Section 66.0304(11)(a) of the Act, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the Local Facilities are located; and

**WHEREAS**, the Borrower has requested that the City approve the financing, refinancing and/or reimbursement of the cost of the Local Facilities and the issuance of the Local Project Bonds in order to satisfy the requirements of Section 66.0304(11)(a) of the Act and Section 147(f) of the Code; and

**WHEREAS**, a public hearing was held by the City Council on this 19 day of November, 2024, at the meeting which commenced at the hour of 5:00 p.m., in the Helen Kawagoe Council Chambers at City Hall, 701 E. Carson Street, Carson, California 90745, following duly published notice thereof in a newspaper of general circulation in the City, and all persons desiring to be heard have been heard; and

**WHEREAS**, the Local Project Bonds shall not be deemed to constitute a debt of the City or a pledge of the faith and credit of the City, but shall be special limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and the City has no liability whatsoever for the repayment of the Local Project Bonds, and neither the faith and credit nor the taxing power of the City is pledged to the payment of the principal of or interest on the Local Project Bonds; and

**WHEREAS**, it is intended that this Resolution shall satisfy the requirements of Section 66.0304(11)(a) of the Act and the public approval requirements of Section 147(f) of the Code; provided, however, that this Resolution is neither intended to nor shall it constitute an approval by the City Council of the Local Facilities for any other purpose;

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

**Section 1.** The City Council hereby approves the Authority’s issuance of the Local Project Bonds in an aggregate principal amount not to exceed \$22,000,000 and the financing, refinancing and/or reimbursement of the cost of the Local Project for the purposes of (i) Section 147(f) of the Code, and (ii) Section 66.0304(11)(a) of the Act.

**Section 2.** The City has no responsibility for the payment of the principal of or interest on the Local Project Bonds or for any costs incurred by the Borrower with respect to the Local Project Bonds or the Local Project, and the Local Project Bonds do not constitute a debt or pledge of the faith and credit of the City. The approval of the issuance of the Local Project Bonds does not

constitute an endorsement to a prospective purchaser of the Local Project Bonds of the creditworthiness of the Borrower or the Local Project, the feasibility of the Local Project or the credit quality of the Local Project Bonds.

**Section 3.** The approval of the issuance of the Local Project Bonds contained in this Resolution is independent of any other approval or approvals by the City Council that may be required in connection with the Local Project (the “Additional Approvals”), and nothing contained in this Resolution shall be construed to imply that any such Additional Approvals will be granted or to bind the City in any way with respect to any Additional Approvals.

**Section 4.** This resolution is effective immediately upon its adoption by the City Council.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of November 2024.

APPROVED

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Sunny K. Soltani, City Attorney

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Lula Davis-Holmes, Mayor

ATTEST:

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Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-0108 adopted by the City of Carson City Council at its meeting held on November 19, 2024, by the following vote:

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

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Dr. Khaleah K. Bradshaw, City Clerk



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: John Raymond, CRA Executive Director and Assistant City Manager CD Administration

Subject: CONSIDER FOR INTRODUCTION ORDINANCE NO. 24-2415, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS" (CITY COUNCIL)

### **I. SUMMARY**

In 2012, two community facilities districts ("CFDs") were created for the benefit of the Boulevards at South Bay project in Carson which were intended to provide for (1) the long-term operation and management ("O&M") of the remedial systems on the property, and (2) to reimburse the then-developer, Carson Marketplace, LLC for certain infrastructure improvements. The Carson Reclamation Authority acquired the property from the developer in 2015 and since then has undertaken the master development and the O&M of the remedial systems during the development period. Post-completion, the private owners of the property will be responsible for funding the remedial O&M work through the first CFD, while the second CFD will be replaced by obligations in the CC&Rs for funding the maintenance of site infrastructure (such as streetlights, the master sign program, and landscaping). The CRA is working with the private developers to restructure the rate and method of allocation of CFD 2012-1 to ensure it provides enough money for maintenance and also reflects an allocation tied to the proposed land uses. The second CFD, 2012-2, will ultimately be extinguished.

The action, taken by the City Council acting as the legislative body of CFD 2012-2, authorizes the cessation of the levy and the cancellation of all related liens. While no taxes have been levied nor any liens created, this step is necessary to clear this issue from the title of the property as the CRA gets ready to convey title of Cells 3, 4, and 5 to Carson Goose Owner, LLC.

### **II. RECOMMENDATION**

1. ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2012-2, WAIVE FURTHER READING AND INTRODUCE ORDINANCE NO. 2415, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS"
2. DIRECT STAFF TO RECORD "NOTICE OF CESSATION OF SPECIAL TAX UNDER COMMUNITY FACILITIES DISTRICT NO. 2012-2 OF THE CITY OF CARSON " AGAINST THE PROPERTY

### **III. ALTERNATIVES**

TAKE another action the Council deems appropriate.

### **IV. BACKGROUND**

Pursuant to the Mello-Roos Community Facility Act of 1982, on September 18, 2012, the City Council established the Community Facilities District No. 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson ("CFD No. 2012-2"), pursuant to Council Resolution 12-092 and Ordinance 12-1494 (the "2012 Ordinance"). The 2012 Resolution authorized, among other things, the levy of a special tax upon the property subject to CFD No. 2012-2, consisting of approximately 157 acres of real property located within the City of Carson, commonly known today as the Cal Compact Landfill or "The 157 Acre Site" (the "Property"), the issuance of bond indebtedness in an aggregate principal amount of up to \$30 million, and the establishment of an appropriations limit, for the purpose of funding public improvements on the Property. CFD 2012-2 was largely established to reimburse the previous owner of the Property, Carson Marketplace, LLC, to be reimbursed for the construction of certain site infrastructure through the levy and issuance of bonds.

A Notice of Special Tax Lien for Community Facilities District No. 2012-2 of the City of Carson was recorded on September 28, 2012, as Instrument No. 20121467002 in the County of Los Angeles Recorder's Office. Since its creation in 2012, however, CFD No. 2012-2 has never levied a special tax upon any owner of the Property as no bonds were sold or issued and CFD No. 2012 has not incurred any bond indebtedness, nor has CFD No. 2012-2 levied any special tax assessments upon any owner(s) of the Property and CFD No. 2012-2 has no funds or assets.

The CRA, working with the Property developers, is working on a new Rate and Method of Apportionment (RMA) for CFD 2012-1, the district established to cover the ongoing annual cost for the operation of the remedial systems on the Property. In the next several months staff will return to City Council with an ordinance replacing that CFD with a new CFD with an updated RMA for the ongoing site maintenance. In the meantime, the recommendation is to cease the levy of any special tax within CFD No. 2012-2, which will be replaced instead with a set of Covenants, Codes, & Restrictions recorded against the owners covering a numbers of issues including a pro rata share of non-remedial infrastructure maintenance.

## **V. FISCAL IMPACT**

There is no fiscal impact from this action as CFD never imposed a lien on the property nor issued any debt pursuant to the provisions of the CFD. Future obligations in the area of maintenance of site improvements will be paid for through CC&Rs recorded against all the properties. These costs have not been fully determined nor has the allocation among the properties established.

## **VI. EXHIBITS**

1. ORDINANCE NO. 24-2415
2. NOTICE OF CESSATION OF SPECIAL TAX UNDER COMMUNITY FACILITIES DISTRICT NO. 2012-2 OF THE CITY OF CARSON

## **Attachments**

[Ordinance re CFD No. 2012-2 Dissolution \(10-2024\)\(1029420.1\).pdf](#)

[Notice of Cessation of Special Tax Carson CFD 2012-12 \(10-2024\)\(1029421.1\) \(003\).pdf](#)

## **ORDINANCE NO. 24-2415**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS**

**WHEREAS**, pursuant to the Mello-Roos Community Facility Act of 1982 (as amended, the “Act”), on September 18, 2012, the City Council (the “Council”) of the City of Carson (the “City”) established the Community Facilities District No. 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson (“CFD No. 2012-2”), pursuant to Council Resolution 12-092 (“2012 Resolution”), Council Resolution No. 12-094, and Ordinance No. 12-1494 (the “2012 Ordinance”); and

**WHEREAS**, the 2012 Resolution and the 2012 Ordinance authorized, among other things, the levy of a special tax upon the property subject to CFD No. 2012-2, consisting of approximately 157 acres of real property located within the City of Carson, generally located along the I-405, south of Del Amo Blvd. and east of Main St. (the “Property”), the issuance of bond indebtedness in an aggregate principal amount of up to \$30 million, and the establishment of an appropriations limit, for the purpose of funding public improvements; and

**WHEREAS**, pursuant to the 2012 Resolution and the 2012 Ordinance, a Notice of Special Tax Lien for Community Facilities District No. 2012-2 of the City of Carson (the “Notice of Special Tax Lien”) was recorded on September 28, 2012, as Instrument No. 20121467002 in the County of Los Angeles Recorder’s Office (the “Official Records”); and

**WHEREAS**, CFD No. 2012-2 has never levied a special tax upon any owner of the Property as no bonds were sold or issued and CFD No. 2012 has not incurred any bond indebtedness, nor has CFD No. 2012-2 levied any special tax assessments upon any owner(s) of the Property and CFD No. 2012-2 has no funds or assets; and

**WHEREAS**, the City now desires to cease the levy of any special tax within CFD No. 2012-2.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS.** The foregoing recitals are true and correct, and are incorporated herein as findings of fact.

**SECTION 2. ALL POTENTIAL EXISTING AND FUTURE LIENS EXTINGUISHED UNDER CFD.** The Council, acting in its capacity as the legislative body of CFD No. 2012-2, declares and determines that the obligation to pay special taxes relating to CFD No. 2012-2 with respect to the Property shall cease, and any outstanding liens against such Property shall be extinguished and canceled.

01223.0019/1029420.1

**SECTION 3. CITY / CFD NO. 2012-2 NOT OBLIGATED TO PAY DEBT.** The City finds and determines CFD No. 2012-2 is not authorized to issue any bond or indebtedness or issue any future special taxes upon the Property and there is no outstanding debt for the City or CFD No 2012-2 to pay.

**SECTION 4: CITY CLERK AUTHORIZATION.** The City Clerk is hereby directed to cause to be recorded within the Official Records an addendum to the Notice of Special Tax Lien, which shall state that the CFD No. 2012-2 and all associated obligations contained therein (including any special taxes) shall be cancelled and shall be deemed terminated, and the City Clerk is authorized to execute any other documentation in accordance with the purposes for which this Ordinance has been adopted.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 7. CERTIFICATION.** The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sunny K. Soltani, City Attorney



**RECORDING REQUESTED BY** )  
**AND WHEN RECORDED, MAIL TO:** )

CITY OF CARSON  
701 EAST CARSON STREET  
CARSON, CALIFORNIA 90745  
ATTENTION: Dr. Khaleah K. Bradshaw  
City Clerk

(Space Above This Line for Recorder's Office Use Only)

This document is recorded for the benefit of the City of Carson, a public agency, and is fee-exempt under Section 6103 and 27383 of the California Government Code.

**NOTICE OF CESSATION OF SPECIAL TAX  
UNDER  
COMMUNITY FACILITIES DISTRICT NO. 2012-2  
OF THE CITY OF CARSON**

Reference is hereby made to Notice of Special Tax Lien (the “Notice of Special Tax Lien”) with respect to Community Facilities District 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson (“CFD No. 2012-2”) recorded on September 28, 2012, as Document No. 2012-2467002, in the Los Angeles County Recorder’s Office (“Official Records”), which contains the Rate and Method of Apportionment for CFD No. 2012-2 and a list of the then owners and assessor tax parcel numbers within the boundaries of CFD No. 2012-2. Reference is also hereby made to the boundary map for CFD No. 2012-2 recorded in Book 193 of the Maps of Assessments and Community Facilities Districts, at pages 71-22, as Instrument No. 2012-0580930, in the Official Records.

Pursuant to the requirements of Government Code Section 53330.5 and California Streets and Highways Code Section 3115.5(c), the City Council of the City of Carson ("City"), acting as the legislative body of CFD No. 2012-2, has determined that the obligation to pay the special tax levied upon the property subject to CFD 2012-2, as more fully described / depicted in Exhibit A, attached hereto (the "Property"), has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished, pursuant to City Ordinance No. 24-2415. Therefore, the City Clerk of the City, hereby gives notice that the obligation to pay special taxes against all of the parcels of CFD No. 2012-2 shall cease and the recorded liens, if any, against such parcels are extinguished and cancelled.

**[signature appears on the following page]**

Dated: \_\_\_\_\_, 2024

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Dr. Khaleah K. Bradshaw, City Clerk of the City of  
Council of Carson, acting in its capacity as the legislative  
body of CFD No. 2012-2

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            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF PROPERTY**

That certain real property in the City of Carson, County of Los Angeles, State of California, legally described as:

PARCELS 1 AND 2 OF PARCEL MAP NO. 70372, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 377, PAGES 76 THROUGH 89 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND, WITHOUT HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, TO EXPLORE FOR, DEVELOP OR REMOVE SAID SUBSTANCES, BUT WITH FULL RIGHT TO EXPLORE FOR, DEVELOP AND REMOVE THE SAME BY MEANS OF WELLS AND EQUIPMENT HAVING SURFACE LOCATION OUTSIDE THE OUTER BOUNDARIES OF SAID LAND, IN AND UNDER OR RECOVERABLE FROM SAID LAND, AS RESERVED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED JANUARY 10, 1964 AS INSTRUMENT NO. 2198 IN BOOK D-2318, PAGE 313 OFFICIAL RECORDS.





File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

DISCUSSION 25.

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 November 6, 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 - November 19, 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

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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

	<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
<b>Vacant (JH)</b>		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, Royce (AR)	12-06-22	11-30-24
<b>Vacant (LDH)</b>		11-30-24
Taylor, Hourie (CH)	12-06-22	11-30-24
Watkins, Freeman (LDH)	04-04-23	11-30-24
<b>Vacant (LDH)</b> Alt. 1		11-30-24
<b>Vacant (LDH)</b> Alt. 2		11-30-24
<b>Vacant (LDH)</b> 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

	<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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
<b>Calidonio, Hector (LDH) *Pending</b> 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

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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

		<u>Appointed</u>	<u>Term Expires</u>
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
<b>Vacant (AR)</b>	<b>Community Representative</b>		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. Denise (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

		<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
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. Svcs. x1780; Dani Cook, Human Svcs. Supv. X04/04/2  
 Support Staff: Brenda Reed, Senior Clerk x1775;

		<u>Appointed</u>	<u>Term Expires</u>
Graves, Shirley (LDH)**		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: Kisheem Tulloss, Council Aide x1711  
Support Staff: Mikala Multiauaopele, Division Secretary x3557

	<u>Appointed</u>	<u>Term Expires</u>
Batucal, Arthur (JH)	04-04-23	11-30-24
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
<b>Galeon, Romeo (LDH)**Pending</b>	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

		<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
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
Vacant (AR)			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

		<u><b>Appointed</b></u>	<u><b>Term Expires</b></u>
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 City Charter

Membership: 7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)

Qualification: See membership.

Meetings: 2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)

Staff Liaison: Tara Matthew, Interim Housing Program Manager x1708

Support Staff: Sandy Solis, Division Secretary x1325

		<u><b>Appointed</b></u>	<u><b>Term Expires</b></u>
Vacant (JH)	At-large		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
Vacant (LDH)	Park owner Alt. [2]		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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

## **V. COUNCIL SUB-COMMITTEES**

### **[18] Bingo/Fireworks/Refuse Ad Hoc Committee**

Established by Minute Order 04-02-19

Mayor Davis-Holmes  
Councilmember Dear

#### **Appointed**

04-06-21  
04-06-21

### **[19] Community Development/Housing/Logistics & Transit Standing Committee**

Established by Minute Order 04-02-19

Mayor Davis-Holmes  
Councilmember Dear

#### **Appointed**

06-01-21  
06-01-21

### **[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee**

Established by Minute Order 04-02-19

Councilmember Hicks  
Mayor Pro Tempore Hilton

#### **Appointed**

06-01-21  
06-01-21

### **[21] Legislative Ad Hoc Committee**

Established by Minute Order 02-16-21

Mayor Davis-Holmes  
Councilmember Hicks

#### **Appointed**

07-16-24  
07-16-24

### **[22] City Hall/Community Center Renovation Ad Hoc Committee**

Established by Minute Order 01-26-21

Mayor Davis-Holmes  
Mayor Pro Tempore Hilton

#### **Appointed**

01-26-21  
01-26-21

### **[23] Economic Development/E-Commerce Ad Hoc Committee**

Established by Minute Order 03-02-21

Mayor Davis-Holmes  
Councilmember Hicks

#### **Appointed**

03-02-21  
03-02-21

### **[24] Conditional Use Permit Ad Hoc Committee**

Established by Minute Order 04-05-22

Mayor Davis-Holmes  
Mayor Pro Tempore Hilton

#### **Appointed**

04-05-22  
04-05-22

**[25] Short Term Rentals Ad Hoc Committee**

Established by Minute Order 03-02-21

Councilmember Hicks  
Mayor Pro Tempore Hilton

**Appointed**

03-02-21  
03-02-21

**[26] Housing Ad Hoc Committee**

Established by Minute Order 03-16-21

Mayor Davis-Holmes  
Councilmember Dear

**Appointed**

03-16-21  
03-16-21

**[27] Diversity, Equity and Inclusion Ad Hoc Committee**

Established by Minute Order 09-07-21

Mayor Pro Tempore Hilton  
Councilmember Rojas

**Appointed**

09-07-21  
03-01-22

**[28] Standard Management Procedures and Special Events Ad Hoc Committee**

Established by Minute Order 01-04-22

Mayor Davis-Holmes  
Mayor Pro Tempore Hilton

**Appointed**

01-04-22  
01-04-22

**[29] Cell 2 Settlement Ad Hoc Committee**

Established by Minute Order 02-07-22 (Carson Reclamation Authority)

Authority Chair Lula Davis-Holmes  
Board Member Dianne Thomas

**Appointed**

02-07-22  
02-07-22

**[30] School Safety Ad Hoc Committee**

Established by Minute Order 02-15-22

Mayor Pro Tempore Hilton  
Councilmember Rojas  
Captain Jones/Lieutenant Bolder

**Appointed**

02-15-22  
02-15-22  
02-15-22

**[31] Carson Finance and Audit Committee**

Established by Minute Order 06-20-23

Mayor Davis-Holmes  
Councilmember Rojas

**Appointed**

06-20-23  
06-20-23

**[32] Short-Term Rentals Ad Hoc Committee**

Established by Minute Order 10-03-23

Mayor Davis-Holmes  
Mayor Pro Tempore Hilton

**Appointed**

10-03-23  
10-03-23

**[33] No Bail Policy Ad Hoc Committee**

Established by Minute Order 10-03-23

Mayor Pro Tempore Hilton  
Councilmember Rojas  
City Attorney Soltani

**Appointed**

10-03-23  
10-03-23  
10-03-23

**[34] Special Event Ad Hoc Committee**  
Established by Minute Order 06-06-24

Mayor Davis-Holmes  
Mayor Pro Tempore Dr. Hilton

**Appointed**  
06-06-24  
06-06-24

**[35] LA '28 Olympics Ad Hoc Committee**  
Established by Minute Order 07-16-24

Mayor Davis-Holmes  
Mayor Pro Tempore Dr. Hilton

**Appointed**  
07-16-24  
07-16-24

**VI. CITY AFFILIATED ORGANIZATIONS**

**[36] California Contract Cities Association**

Councilmember Dear                      Delegate  
Councilmember Hicks                      Alt.

**Appointed**  
04-06-21  
04-06-21

**[37] Clean Power Alliance**  
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

Councilmember Hicks                      Delegate  
Councilmember Dear                      Alt. 1  
Staff Member Reata Kulcsar              Alt. 2

**Appointed**  
11-15-22  
11-15-22  
11-15-22

**[38] County of Los Angeles Public Library Commission**

Councilmember Dear                      Delegate

**Appointed**  
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.

Mayor Davis-Holmes                      Delegate  
Councilmember Dear                      Alt.

**Appointed**  
01-26-21  
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.

Councilmember Dear                      Delegate

**Appointed**                      **Term Expires**  
01-26-21                      01-05-26  
(effective 01-03-22)

[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.

Mayor Davis-Holmes	Delegate	<b><u>Appointed</u></b>
Mayor Pro Tempore Hilton	Alt.	01-26-21
		01-23-24

[42] **League of California Cities**

Councilmember Rojas	Delegate	<b><u>Appointed</u></b>
Mayor Pro Tempore Hilton	Alt. 1	03-01-22
Councilmember Dear	Alt. 2	01-26-21
		01-26-21

[43] **League of California Cities (Los Angeles Co. Division)**

Councilmember Dear	Delegate	<b><u>Appointed</u></b>
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	01-26-21
		03-01-22



**[44] National League of Cities**

Councilmember Hicks	Delegate	<b><u>Appointed</u></b>
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)**

Councilmember Hicks	Delegate	<b><u>Appointed</u></b>
Councilmember Dear	Alt.	01-26-21

**[46] South Bay Workforce Investment Board**

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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)**

Mayor Pro Tempore Hilton	Delegate	<b><u>Appointed</u></b>
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

**[48] U.S. Conference of Mayors**

Mayor Davis-Holmes	Delegate	<b><u>Appointed</u></b>
Councilmember Rojas	Alt. 1	01-26-21
Councilmember Hicks	Alt. 2	03-01-22

**[49] West Basin Water Association**

Councilmember Dear	Delegate	<b><u>Appointed</u></b>
Councilmember Hicks	Alt.	01-26-21

**[50] LGBTQ+ Ad Hoc Committee**

Established by Minute Order 11-01-22

Mayor Pro Tempore Hilton		<b><u>Appointed</u></b>
Councilmember Rojas		11-01-22
Mayor Davis-Holmes	Alternate	11-01-22

**[51] Grocery Store Ad Hoc Committee**

Established by Minute Order 06-18-24

Mayor Pro Tempore Hilton	Member	<b><u>Appointed</u></b>
Councilmember Hicks	Member	06-18-24



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, November 19, 2024, 5:00 PM

ORDINANCE SECOND READING 26.

To: Honorable Mayor and City Council

From: Antonio Velasco, Revenue Manager FIN Business License Revenue

Subject: SECOND READING OF ORDINANCE NO. 24-2413, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW" (CITY COUNCIL)

### **I. SUMMARY**

On November 6, 2024, under Item No. 27 of the City Council Agenda, the City Council voted 5-0 to introduce Ordinance No. 24-2413. This item transmits a request for the City Council to conduct a Second Reading and adopt Ordinance No. 24-2413.

### **II. RECOMMENDATION**

CONDUCT a Second Reading by title only and with full reading waived, and ADOPT, Ordinance No. 24-2413, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW"

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

### **IV. BACKGROUND**

At the November 6, 2024, Council Meeting, the City of Carson introduced Ordinance No. 24-2413, amending Section 6340 of the Carson Municipal Code which provides certain exemptions for payment of business license fees for veterans but does not include a specific carveout detailed in Section 16001.8 of the Business and Professions Code which expressly exempts from payment of license fees, all veterans who are honorably discharged or honorably relieved from the Armed Forces of the United States and are residents of the State of California when the veteran's business sells or provides services and the veteran is the sole proprietor of the business.

### **V. FISCAL IMPACT**

There is no fiscal impact associated with the adoption of this Ordinance. However, to the extent veterans meeting the requirements of the Ordinance apply for a business license and otherwise meet City's licensing requirements, fees will be not be charged to those businesses including both initially and for renewals.

## **VI. EXHIBITS**

1. Ordinance No. 24-2413

### **Attachments**

[Exhibit 1. Ordinance No. 24-2413 Section 6340 Business License Veterans Exemption.pdf](#)

**ORDINANCE NO. 24-2413**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN’S LICENSE EXEMPTION CONSISTENT WITH STATE LAW**

**WHEREAS**, the City of Carson (“City”) is a charter city; and

**WHEREAS**, while the City’s business licensing regulations set forth in Section 6300 *et seq.* of the Carson Municipal Code provide certain exemptions for payment of business license fees for veterans, the regulations do not include a specific carveout detailed in Section 16001.8 of the Business and Professions Code which expressly applies to all cities, including charter cities; and

**WHEREAS**, the City Council now sees fit to adopt this Ordinance for the purpose of expressly exempting from payment of license fees, all veterans who are honorably discharged or honorably relieved from the Armed Forces of the United States and are residents of the State of California when the veteran’s business sells or provides services and the veteran is the sole proprietor of the business.

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

**SECTION 1.** The forgoing recitals are true and correct and are incorporated herein by this reference as findings of fact.

**SECTION 2.** In accordance with the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*), and any applicable local CEQA policies and procedures, adoption of this Ordinance is not a “project” for purposes of CEQA, as that term is defined by the CEQA Guidelines Section 15378, because the Ordinance merely contemplates a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment, pursuant to Guidelines Section 15378(b)(4), or alternatively, it constitutes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment pursuant to Guidelines Section 15378(b)(5).

**SECTION 3.** Section 6340 (Limited Exemptions) of Part 2 (Licenses – Provisions Governing) of Chapter 3 (Business, Professions and Trades) of Article VI (Taxes and Licenses) of the Carson Municipal Code is hereby amended to read in its entirety as follows:

### **“6340 Limited Exemptions.**

The Finance Director, upon application being made therefor, and upon the applicant presenting evidence of his eligibility therefor, shall issue a business license endorsed as partially or wholly exempt from fees to:

(a) Minors under the age of eighteen (18) years engaged in activities requiring a license under this Chapter where such minor engages in those activities for no more than twenty (20) hours in any week.

(b) Any veteran or widow of any veteran of the Spanish-American War, World Wars I and II, the Korean or Vietnam conflicts, who is a resident of the City, shall be entitled to a credit of \$25.00 against the business license fee required by this Chapter in any year in which the net income of such person from his business is (or is estimated in the case of an initial license) to be less than \$10,000 per year.

(c) Any veteran described in CMC 6340(b), who is disabled as a result of activities while in military service in lieu of the credit described in CMC 6340(b), shall be entitled to the following credits against the business license fee required by this Chapter, irrespective of his net income:

One-fourth disabled               \$ 50.00 credit

One-half disabled               \$ 75.00 credit

Three-fourths or more  
disabled                       \$100.00 credit

(d) Notwithstanding the provisions of subsections (b) and (c) hereof:

(1) Every honorably discharged or honorably relieved soldier, sailor, or marine of the United States who served in any Indian war, the Spanish-American War, any Philippine insurrection, the Chinese Relief Expedition, the World War of 1914 and years following, or World War II, who is physically unable to obtain a livelihood by manual labor, and who is a voter of this State, may distribute circulars, and hawk, peddle, and vend any goods, wares or merchandise owned by him, except spirituous, malt, vinous, or other intoxicating liquor, without payment of any license tax or fee whatsoever, and the Finance Director shall issue to such soldier, sailor or marine, without cost, a license therefor.

(2) Every person who was honorably discharged or honorably relieved from the military, naval or air service of the United States who served on or after June 27, 1950, and prior to February 1, 1955, or on or after August 5, 1964, and prior to a future date to be established by the Legislature, who is physically unable to obtain a livelihood by manual labor, and who is a resident of this State, may distribute circulars, and hawk, peddle, and vend any goods, wares or merchandise owned by him, except spirituous, malt or vinous, or other intoxicating

liquor, without payment of any license tax or fee whatsoever, and the Finance Director shall issue to such person, without cost, a license therefor. (Ord. 71-161, § 2)

***(e) Notwithstanding the provisions of subsections (b), (c) and (d) hereof, any veteran who is honorably discharged or honorably relieved from the Armed Forces of the United States and is a resident of the State of California shall not be required to pay any business license fees for a business selling or providing services if the veteran is the sole proprietor of the business."***

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sunny K. Soltani, City Attorney